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Current Topics.

Lawyers in Parliament.

ALL students of parliamentary history are familiar with the melancholy fact that for centuries there was an inveterate prejudice against members of the legal profession being elected to the Legislature. As BLACKSTONE tells us, for the Parliament holden at Coventry in the reign of HENRY IV no apprentice or other man of the law was to be elected a knight of the shire therein, but, in return for this wholesale prohibition, he remarks with some satisfaction that "our law books and historians have branded this Parliament with the name 'Parliamentum indoctum,' or the lack-learning Parliament; and Sir EDWARD COKE observes with some spleen, that there never was a good law made thereat." The prejudice which thus found expression against lawyers was noticeable for many years subsequent to the Parliament which met at Coventry. JAMES I, when the Parliament of 1624–25 was about to be elected, issued a proclamation in which constituencies were counselled "not to choose curious and wrangling lawyers, who may seek reputation by stirring needless questions." But lawyers still continued to be elected, and so long as the courts had their headquarters at Westminster practitioners could with comparative ease discharge both their professional and legislative functions; but even then the House sometimes thought that the gentlemen of the long robe, as they were called, were inclined to give more heed to the interests of their clients than to their parliamentary duties, hence the frequency with which the Serjeant-at-Arms was instructed to go with the mace into Westminster Hall to bring the lawyers into the House. Despite the jibes that from time to time have been levelled against lawyer members of the House of Commons, they have been able to achieve many notable improvements in the domain of law—a fact specially noticeable during recent years, when much obsolete law has been consigned to the dust heap, and legislation in accord with what is felt to be in line with the principles of justice has been initiated. There is, however, much ground yet to be tilled and many weeds to be eradicated, and to this task we feel sure that the members of the profession who have been elected to the new Parliament will address themselves with that ardour which has characterised their wooing of the constituencies.

The Editorship of the Law Reports.

ALL readers of the *Weekly Notes* of last week will share the regret there expressed by the Incorporated Council of Law Reporting that Sir FREDERICK POLLOCK, K.C., who has edited the Law Reports for over forty years, is retiring at the end of the year. Sir FREDERICK, who is one of the grand old men of the law, has almost attained his ninetieth year, so it is not surprising that he is now seeking release from the toil of editorship. During his long life he has enriched the literature of the law by a number of works which immediately attained the rank of classics as not only stating the law with scientific precision but in the language of the scholar. His companion volumes on Contract and Tort are known and read of all men who have thus reason to be grateful to an author whose clarity of expression makes the study of these books not only instructive but pleasurable. These, however, represent merely a fragment of Sir FREDERICK'S contributions to the literature of the law, among which cannot be overlooked his long editorship of the *Law Quarterly Review*, which recently celebrated the jubilee of its foundation. To succeed Sir FREDERICK in the editorship of the Law Reports the Council, in selecting Mr. A. F. TOPHAM, K.C., have, we feel sure, made an admirable appointment. Mr. TOPHAM is a learned lawyer, and as readers of this journal need no reminding, his lectures on the Law of Property Acts have been a valuable elucidation of that important body of legislation, while his works on company law have also shown him to be a master of lucid exposition.

Town Planning.

IN the course of a presidential address to the general meeting of the Town Planning Institute at Caxton Hall last week, Major LESLIE ROSEVEARE made a number of interesting observations and suggestions upon a subject which has evoked less response on the part of local authorities and the public generally than might, perhaps, have been expected in view of statutory encouragement during the past few years. (The term encouragement is used advisedly, in reference to the present position, a statutory duty imposed on certain local authorities by former Acts to prepare schemes and submit them to the Minister of Health not having been repeated in the Town and Country Planning Act, 1932, which is, of course, a consolidating measure.) In the address referred to, it was stated as now accepted that, apart from congestion and traffic problems, a city could become too large to be administered economically or efficiently. Was it not then, the speaker continued, a tragedy that they still saw, even in some districts with town planning powers in operation, appalling development . . . huge areas of houses planned at twelve to the acre; the countryside spoilt by industries in totally unsuitable positions, and factories attached to areas by the foresight and initiative of progressive local authorities, irrespective of national economy of depressed area needs? Greater co-ordination and quicker decisions were advocated between county, urban, and

rural and parish councils, especially on the questions of roads, footpath diversions and estate developments; and it was suggested that, where local cross-pulling or inertia was in danger of allowing undesirable growth, stronger power could be given or exercised by the county council by the appointment of the necessary planning officers to deal with such matters. The lack of such personnel is, it was urged, often the reason for the inability of small districts to supervise their areas adequately. The granting or refusing of borough extensions was another matter alluded to. The speaker deprecated in this connection Parliamentary "fashions," which were described as very disconcerting to local authorities, and he said that it might be very helpful to future proper planning and useful to authorities if something in the nature of an unwritten law were evolved that in any town, say, of over 120,000 population, extensions would be granted only when a sufficient area for a green belt was provided, if practicable, and the extension definitely planned on satellite town lines.

The Act of 1932.

FURTHER information on the subject with particular reference to the problems arising out of the administration of the recent Town and Country Planning Act will be found in a memorandum just issued by the National Housing and Town Planning Council. The writer, Mr. THOMAS ADAMS, F.R.I.B.A., a past president of the Town Planning Institute, points to the initiative still in the hands of a local authority confronted with the problem how far a planning scheme ought to extend, and indicates that this is the case notwithstanding the various provisions of the Act and the model clauses. While Mr. ADAMS is clearly of opinion that it is better in such matters to err on the side of caution than, if we may so phrase it, to bite off more than one can chew, he draws attention to the fact that a planning scheme is not worth the effort and cost if it merely deals with road widenings, new roads, zoning and open spaces as the primary matters involved. Roads, it is urged, should be planned in relation to the whole system of transport of which they form a part. The zoning should be determined in the light of the needs of industry and housing, and not by the demands of owners or the desire to protect amenity as sole considerations. Preservation of land for useful open spaces, including agriculture, should be recognised to mean its preservation for the best economic use to which it can be put, and not its sterilisation; while, on the broad issue, some form of national planning based on a national survey is advocated as a condition precedent of effective local planning. Viewing the matter in its practical aspect the writer refers to two methods open to authorities in formulating schemes; the preparation of an ideal skeleton plan followed by a process of eliminating the parts least practical, or, alternatively, the piecing together of a general pattern from a series of separate proposals conforming more or less to public demands. Either, it is stated, may be appropriate for a particular town or district, but usually it will be found to be best to employ both methods and arrive at a plan based on a compromise between what is desirable and what is not immediately practicable.

Ribbon Development.

EXISTING complexities of highway control and administration are regarded by Mr. ADAMS as responsible for great waste of time and money, while the Restriction of Ribbon Development Act, 1935, is exhibited as productive of fresh complexity. The Act may, it is stated, lead to the omission from planning schemes of many proposals affecting classified roads, including access to such roads, its effect on the general position emerging from the major considerations in road planning as set out in the following terms: that the planning authorities shall determine their principal zones for industry, housing and open spaces and for building densities, and submit them as a guide to highway authorities; that the planning and highway authorities shall collaborate to the fullest extent that is practicable in the planning of classified roads and ribbon strips, and in the co-ordinating major and secondary roads with due regard to the proposals in the planning scheme; and that each highway authority shall prepare a proper plan of the ribbons abutting on classified roads so as to enable it to give intelligent guidance in connection with developments as they occur. The desirability of the fullest co-operation between planning and highway authorities and the methods by which these services—often rendered by different local bodies and under the ultimate control of Health and Transport Ministries respectively—may be operated harmoniously were indicated by the circular on the Ribbon Development Act recently issued by the Minister of Transport and duly referred to in this column (79 SOL. J. 646).

Road Safety: the Subjective Factor.

THAT some persons are by temperament or psychological characteristics less fitted than others to be in charge of a potentially dangerous machine such as the modern motor car must be a fact of common observation. That there is a small but, none the less, considerable section of the motoring public suffering from disabilities other than those recognised at law as demanding special precautions would probably be generally admitted, though the various elements which together converge in the causation of many present-day accidents might well render the detection of such a matter of great difficulty. In an address recently given by Mr. ERIC FARMER, Reader in Industrial Psychology at Cambridge University, to members of the Insurance Institute of London, accident proneness was stated to be recognised now as one of the chief causes of accidents. It was no longer a theory but a fact, and the question which arose was: How are the accident-prone to be detected so that they may avoid being a danger to themselves and others? One method was by psychological or other tests measuring the qualities involved in accident-proneness. Another was to see if the knowledge gained by statistical means concerning the accident-prone could be given practical effect. "In order to judge in any particular case" (we quote from the report of the address in *The Times*), "whether the number of previous accidents was a clear indication of accident-proneness it was necessary to know by how much that number of accidents exceeded the average of the group of drivers to which the individual naturally belonged. If the acquisition of this knowledge proved possible and the results confirmed those already obtained, then some means could be devised of preventing that small number of people who are shown to be highly accident-prone from driving." It was intimated that an inquiry, if it were to be effective, would need the co-operation of the Government and the insurers. Very valuable knowledge would, it was thought, be collected if for a period of, say, five years, every motorist, when applying for a driving or motor licence, were required to produce a certificate from his insurers giving the type of policy he had held, the period for which he had held it, and the claims made. Tests and particulars of the nature suggested would unquestionably furnish a good deal of useful information, but it may be questioned whether they would assist in any measurable degree to solve the road problem in view of existing statutory provisions. Accident-proneness is founded on what for the purposes of distinction may be described as physical or moral characteristics. The driving test which all new motorists must undergo does, or should, indicate that the applicant is sufficiently endowed with the former, while a deficiency of the latter as manifested, for example, by a wilful disregard of the safety of others—a deficiency which can, it is submitted, only be demonstrated *ex post factum*—can now be visited with suitable penalties such as suspension of or disqualification from holding a licence under the Road Traffic Acts.

Juvenile Offenders: the Courts and Local Authorities.

THE evidence to be tendered on behalf of the London County Council to the Summary Courts (Social Services) Committee, recently set up by the Home Secretary—evidence which was placed before the members of that council early last week—indicates difficulties which might arise from overlapping of services operated by the local authorities themselves and those performed in connection with the administration of justice in courts of summary jurisdiction. The problem arises from the question raised by the said committee, how far the council's organisation could assist in the supervision of juvenile cases on probation in regard to which the necessity for some demarcation of duties between the local authority's officer and the probation officer is emphasised. The performance by probation officers of duties placed by statute on local authorities and the assistance of the former by the latter in the performance of their duties can, it is intimated, only result in confusion in default of amalgamation. One way in which the services might be linked up is indicated. Juvenile courts may commit juvenile offenders, or those beyond the control of their parents or in need of protection, to approved schools or to the care of the local authority as a "fit person" to be boarded out with foster parents. Some of the juveniles, who must be taken out of their environment at least for some time, do not need a long period of detention and are not so inherently anti-social as others who find their way into approved schools, particularly in the case of those who, in need of care or protection, cannot be boarded out with foster parents. The council provides under its public assistance administration residential schools and homes for the accommodation of children coming from the same streets and identical home surroundings as those who appear before the juvenile courts. These, it is suggested, provide the very type of accommodation needed for some of these children, but they may not be utilised for them. Parliamentary powers are, therefore, being sought to enable the council to accommodate in its public assistance schools selected children who are committed by juvenile or petty sessional courts as being in need of care or protection, or as being beyond the control of their parents, or for non-attendance at school. The position is beset with difficulties, and while the proposal has evident advantages it appears to be subject to the disadvantage of bringing within the ambit of public assistance activities not of themselves dictated by the necessity of relieving poverty.

Rules and Orders.

THE attention of readers is drawn to the Summary Jurisdiction Rules, 1935 (S. R. & O. 1935, No. 1088/L.14), set out on p. 882 of the present issue. Most of the changes effected, such as the substitution of new rules for rr. 4, 16, 17 and 47 of the Summary Jurisdiction Rules, 1915 (S. R. & O. 1915 (No. 200) III, p. 121) and the addition at the end of the old rule 11, are dictated by the provisions of the Money Payments (Justices Procedure) Act, 1935, which, like the rules, comes into operation on 1st January, 1936. Considerations of space preclude our printing the forms referred to in para. 8 and set out in a schedule. Copies of the Rules and Schedule are obtainable from the Stationery Office, price 5d. net. The Minister of Health has exercised the power conferred and complied with the statutory duty imposed upon him by s. 24 of the Housing Act, 1935, in making the Ministry of Health (Central Housing Advisory Committee) Order, 1935 (S. R. & O. 1935, No. 1115). The order provides for the appointment and retirement of members, of the maximum number of thirty, for meetings, notices, etc. Five members constitute a quorum. The Minister is the Chairman and the Parliamentary Secretary to the Minister the Vice-Chairman of the Committee which, apart from the provisions of the Order, is empowered to regulate its own procedure. The text of this Order appears on p. 881 of this issue.

Recent Decisions.

IN *Re Gregory: How* v. *Charrington* (p. 880 of this issue), it was held that a clause preventing any one of six institutions named as residuary legatees from taking any benefit under a will if it should be taken over or subsidised by the State or by any public or local authority did not exclude an orphanage which during the lifetime of the testator had applied for and received recognition as a public elementary school (in order to give the teachers superannuation benefits) and had received certain sums from, and was subject to some extent to the control of the local education authority.

The issue in *Rex* v. *Kent Justices; ex parte the Commissioner of Metropolitan Police* (*The Times*, 6th November), arose out of an appeal to quarter sessions on sentence only by one convicted and fined and ordered to pay damages for larceny at petty sessions. The prosecutor did not appear at quarter sessions and the conviction was quashed. A Divisional Court held that the justices were only entitled to deal with the question of sentence and had exceeded their jurisdiction in quashing the conviction. *Reg.* v. *Surrey Justices* [1892] 2 Q.B. 719, was distinguished on the ground that there had been no plea of guilty in that case. Moreover, such an appeal on sentence only, which is now available under s. 25 of the Criminal Justice Act, 1925, was impossible then. Rules *nisi* for *certiorari* and *mandamus* calling on the justices to show cause why the order quashing the said conviction should not be quashed and directing them to hear and determine the appeal according to law were therefore made absolute.

In *Fender* v. *Mildmay* (p. 879 of this issue), the Court of Appeal (SLESSER and GREEN, L.JJ., GREER, L.J., dissenting) affirming a decision of HAWKE, J., held that a promise of marriage given by the defendant after the pronouncement of a decree *nisi* for dissolution of his marriage but before the decree had been made absolute was void as against public policy. Leave to appeal to the House of Lords was granted.

In a case arising in circumstances which need not be stated here, GODDARD, J., held that the words "owner-occupier" as used in proviso (*a*) of para. 46 (*c*) of the Hops Marketing Scheme, 1932, as amended in 1934, have reference only to producers of hops who own land in fee simple, and do not include a leaseholder—*Amos* v. *Hop Marketing Board* (*The Times*, 1st November).

In *Sallis and Another* v. *Jones* (p. 880 of this issue), it was held that a will concluding with the words "And I hereby declare that this will is made in contemplation of marriage" was revoked by the subsequent marriage of the testator, s. 177 (1) of the Law of Property Act, 1925, which relates to a will expressed to be made in contemplation of "a marriage" and provides that such will shall not be revoked by the solemnisation of the marriage contemplated, requiring something more than a declaration or a reference to marriage generally.

In *Roberts* v. *Dobby: Usher* v. *Same* (*The Times*, 13th November), a Divisional Court upheld a decision of magistrates to the effect that notwithstanding certain departures from the procedure which ought to be adopted at juvenile courts (such as sitting in the same room as another court which sat later on the same day to hear charges against adults), the court in question had been properly constituted, and therefore the publication of information calculated to lead to the identification of children as set out in s. 49 (1) of the Children and Young Persons Act, 1933, was an offence.

In *Re Hodgson, deceased: Nowell* v. *Flannery* (p. 880 of this issue), it was held that National Savings Certificates did not pass under a will which contained only a bequest of "my money." There was no context in the will to enable the word money to be construed in any other than its strict sense, and the testatrix was held to have died intestate as to the said certificates and certain War Stock.

The Effect of Agricultural Marketing Schemes on Contracts.

In a former article (79 Sol. J. 616) we saw that under the Agricultural Marketing Act, 1931, schemes may be made for the regulation of the marketing of agricultural products, which seriously restrict the producer's freedom of contract. In the present article we shall consider the provisions of the Agricultural Marketing Acts which relate to the effect of the prohibition of contracts by marketing schemes. These provisions are contained in s. 8 of the Act (as amended by Sched. 3 of the Agricultural Marketing Act, 1933) and s. 17 of the Agricultural Marketing Act, 1933.

Subject to limitations, which we shall consider presently, s. 8 (1) enacts that :—

" A contract of which neither the making nor the performance was, at the time when the contract was made, prohibited by or under any scheme in force under this Act, shall not, unless the terms of the contract otherwise provide, be void or unenforceable by reason that, at the time for the performance of any provision of the contract, the performance thereof is so prohibited." This is no more than common sense and common justice, and, if the section stopped there, all would be well, but the proviso to sub-s. (1) (as amended by s. 17 (1) of the Agricultural Marketing Act, 1933) enacts that where the performance of a contract is prohibited by a scheme, the sub-section shall cease to apply thereto, after three months from the date upon which the prohibition first became effective, unless the contract is registered as provided by the section.

Registration is to be effected by the board, and may be applied for by any party to the contract. The board must register within fourteen days after application, unless :—

(1) the time allowed for registration has elapsed ;

(2) the board is of opinion that s. 4 of the Statute of Frauds, or s. 4 of the Sale of Goods Act, renders the contract unenforceable by any party thereto ; or

(3) if the contract was entered into within the relevant period, that it was made with a view to evading the operation of the scheme (sub-s. (2)).

For the purposes of the section " the relevant period " is defined as " a period beginning twelve months before the date when notice of the submission of the scheme was published in the *Gazette* and ending six months after the expiration of the suspensory period, or, in the case of a substitutional scheme, ending six months after the date when the scheme comes into force " (sub. s. 1 (*a*)).

If registration is refused, any aggrieved party may, within twenty-one days, appeal to the court against the decision of the board ; and pending the determination of the appeal the contract will continue to have the protection afforded by sub-s. (1) (sub-s. (2)). The appropriate tribunal to which such appeals are to be made, is usually the county court within whose district one of the parties to the contract resides, or carries on business, during the period within which it may be brought. Where, however, the board and all the parties to the contract agree, prior to the commencement of proceedings in the county court, such an appeal may be heard by the High Court (sub-s. (4)). If the appeal is allowed, the court will make an order for the registration of the contract (sub-s. (3)).

There is a useful provision at the end of sub-s. (3), which lays it down that where, in the case of a contract made within the relevant period, registration is refused by the court, any party certified by the court to have entered into such a contract *bonâ fide*, may recover from any party certified as having entered into it with intent to evade the provisions of a scheme, any damage suffered by him by reason of the avoidance of the contract, and by Ord. 50, r. 62, of the County Court Rules, an order for the payment of the amount of such damages may be made on the hearing of the appeal. Under the same rule the court has a discretion as to costs.

Section 8 (1) of the Act is further limited by s. 17 (3) of the Agricultural Marketing Act, 1933. That sub-section enacts that where a scheme provides for the sale of the regulated product or of any description thereof only to or through the agency of the board, or for the determination of the quantity or description which may be sold by registered producers, any contract, whether made before or after the commencement of the Act, " whereby a registered producer undertakes to sell, otherwise than to, or through the agency of, the board, a quantity of an agricultural product determined by reference to the total quantity thereof from time to time produced by the registered producer or produced by him in any area or premises specified in the contract, shall, if and in so far as the performance of the contract is prohibited by or under the scheme, be void and unenforceable." Such contracts cannot be registered, and no provision is made as to the recovery of any damage suffered by the parties entering into them in good faith. There is, however, a saving for causes of action which have arisen prior to the commencement of the Act.

It is provided by s. 17 (2) of the Agricultural Marketing Act, 1933, that where, in conformity with a scheme, a contract for the sale of the regulated product purports to authorise the board to receive the whole or any part of the purchase price, or any damages for the wrongful rejection of goods tendered thereunder, the board may enforce such rights against the purchaser, although it is not a party to the contract, and as between itself and the purchaser there is no consideration. This sub-section was rendered necessary owing to the provisions of s. 12 of the Agricultural Marketing Act, 1933, which enable schemes to provide for the pooling of the proceeds of sale of an agricultural product.

While appreciating and respecting the motives behind the provisions above set out, the writer cannot help feeling that they were framed without proper regard to the claims of purchasers. It appears to him to be both high-handed and unjustified to interfere with rights under contracts which were, at the time of their making, perfectly valid. It is, to say the least, somewhat drastic to impose upon those who have entered into contracts for the purchase of agricultural products the onus of finding out whether any schemes have come into existence which affect their validity, and to require them to take further steps to save those contracts from frustration.

Costs.

BANKRUPTCY—*continued.*

We dealt in our last article with the general principles upon which bankruptcy costs are taxed, and we propose to deal in some detail now with the charges that are allowed. As we explained in our former article, there are two scales, the higher and the lower, and it is a matter of convenience that the latter is three-fifths of the former. The higher scale is applicable in those cases where the assets of the debtor amount to more than £300, whilst the lower scale is applicable where the assets amount to less than £300.

The business with which a solicitor comes into touch most frequently is that relating to the obtaining of the receiving order, and we therefore propose to touch upon the costs connected with this business in the first place. Take, for instance, the debtor's petition. The solicitor's costs in such a case are regulated, at the outset, by the amount of the estate. Thus, in summary cases, where the assets of the debtor do not exceed £100, the solicitor's costs for instructions for petition, search for prior petition, drawing and attesting petition, attending presentation and the hearing thereof, attending the official receiver with the deposit, and to give him the necessary information when the order is made, attending on the preliminary examination of the debtor, attending the public examination, drawing his bill of costs, obtaining an appointment to

tax, notice thereof, and attending the taxation of the bill, will be £3, plus 25 per cent. or £3 15s. In addition, the court fees and other necessary out-of-pocket expenses will be allowed.

The costs are not generous, as will be observed, and they scarcely repay the solicitor for the bother and trouble involved in these small cases, but they are obviously all that the value of the estate would warrant. In addition to these fees, there is allowed to the debtor's solicitor in those cases where an order for adjudication is prepared, the sum of 10s., and where the solicitor has his place of business at some distance from the court in which the petition is presented, there may be allowed a further 12s. In both cases, these additional charges may be increased by 20 per cent.

Where the assets exceed £100, but do not exceed £200, the scale fee allowed to the petitioning debtor's solicitor is slightly more generous, the £3 for presenting the petition, obtaining the order and for the other work set out above is increased to £4, whilst the additional fee for preparing the adjudication order, where one is prepared, is increased from 10s. to 13s. 4d., to which is added in both cases the authorised increase of 25 per cent. It will be noticed that r. 103 (2), which provides for a reduction of the scale in those cases where the assets amount to less than £300, does not apply to either of the two scales set out above.

We now come to the case where the assets exceed £200 and the debtor presents his own petition. His solicitor in such a case will be entitled to itemised charges made up on a prescribed scale, which is to be found annexed to the Bankruptcy Rules, 1915, and it must be emphasised here that, although the taxing master or registrar has a certain amount of discretion to increase some of the items in the scale, there is normally very little departure from the prescribed fees.

The first item in a debtor's solicitor's bill of costs, where the assets exceed £200, is "Instructions for Petition," and this fee is based on a scale which varies with the amount of the assets. Thus, where the assets exceed £200, but do not exceed £500, the fee is £3 3s., exceed £500, but under £1,000, £4 4s., and the fee increases by £1 1s. for each £1,000 up to £5,000. Where the value of the estate is between £5,000 and £7,500, the fee is £9 9s., and between £7,500 and £10,000, the fee is £10 10s. For every additional £2,500 or part thereof above £10,000, the fee is increased by £1 1s.

This fee is charged on the basis of a certificate of the official receiver as to the amount that the assets are likely to realise, and if the assets produce more or less than the estimate, then the fee will be increased or decreased accordingly. In the case of an increase, it must be claimed in writing before the assets are distributed. If the assets yield less than was anticipated by the official receiver, then the amount of the fee overpaid must be refunded to the trustees.

A fee of 6s. 8d. is allowed for searching for a prior petition, whilst an inclusive fee of 13s. 4d. may be charged for drawing, engrossing and attesting the petition. The cost of the parchment form is allowed in addition. The usual deposit has to be made in these cases where the debtor presents his own petition, and a fee of 6s. 8d. is allowed for attending the official receiver therewith. The fee of 10s. for attending the presentation and hearing of the petition may be increased by £1 where the solicitor carries on business at a distance from the court, except in cases where the assets are between £200 and £300, when the additional allowance must not exceed 12s. The fee for drawing the necessary order and copying and attending passing is 10s.; whilst 13s. 4d. is allowed for attending on the official receiver when the receiving order is made, and subsequently to give him the necessary information. A round fee of 15s. is allowed for drawing the bill of costs, and copies, notice of taxation and attending taxing the bill.

These fees, it will be observed, are subject to the 25 per cent. increase. There is one point which should be watched. If the assets, whilst exceeding £200, are less than £300, then r. 103 (2) will apply, and the fees set out above will be subject to the two-fifths reduction.

In this article, we have merely been able to touch on the debtor's solicitor's costs of presenting a petition and pressure of space forbids us dealing with any other items in the bankruptcy scale. We must, therefore, leave the consideration of the further items until a later article.

Company Law and Practice.

The Investigation of a Company's Affairs.

It is my intention to deal this week with the provisions of ss. 135 to 138 of the 1929 Act, which, as my readers will probably recall, are concerned with the appointment of inspectors for the investigation of a company's affairs.

On the application of a certain proportion (which we will consider in a moment) of the members of a company, it is in the power of the Board of Trade to appoint one or more competent inspectors to investigate the affairs of the company and to report thereon in such manner as the Board may direct; that is the effect of s. 135 (1). The proportion of members by which the application to the Board must be made is (*a*) in the case of a banking company with a share capital, members holding not less than one-third of the issued shares; (*b*) in the case of any other company having a share capital, members holding not less than one-tenth of the shares issued; and (*c*) in the case of a company not having a share capital, at least one-fifth in number of the persons on the company's register of members. The proportion necessary in respect of any company with a share capital (other than a banking company) is probably the one that should be remembered by the majority of readers and practitioners, since that is the type of company which is most usually encountered. Two other points should be observed while we are on this sub-section: first, that no difference is made between public and private companies with share capitals; and secondly, that, in each of the three classes of company referred to, the proportion of members necessary to make the application is one which it should not be outside the minority's ability to muster, but which is sufficiently large for the trouble of collecting it to prove an obstacle to frivolous applications.

Furthermore, on this second point, the application is to be supported by such evidence as the Board of Trade may require for the purpose of showing that the applicants have good reason for, and are not actuated by malicious motives in, requiring the investigation; and, as a further token of good faith, an amount not exceeding £100, by way of security for the costs of the enquiry, may be required from the applicants by the Board, before the appointment of the inspector is made: s. 135 (2).

The inspector or inspectors having been appointed (upon the fulfilment of the above-mentioned conditions), it becomes the duty of all officers and agents of the company to produce to the inspectors all books and documents in their custody or power; and an inspector may examine on oath the officers and agents of the company in relation to its business, and administer an oath accordingly (sub-ss. (3) and (4)). "Document," it should be observed, includes, according to s. 380, "summons, notice, order, and other legal process, and registers." Sub-section (5) attaches sanctions to the inspectors' powers by providing that, if any officer or agent of the company refuses to produce to the inspectors any book or document which it is his duty under the section to produce, or refuses to answer any question which the inspectors put to him with respect to the company's affairs, the inspectors may certify the refusal under their hand to the court (which means the court having jurisdiction to wind up the company: s. 380); the matter is brought before the court on application by motion under Ord. 53 B, r. 7 (*c*), and the court has power, after hearing evidence for and against the alleged offender, and any statement which may be offered in defence, to punish the

offender in like manner as if he had been guilty of contempt of the court.

When the investigation is concluded, the inspectors are to report their opinion to the Board of Trade, and the Board is to forward a copy of the report—it may be written or printed, as the Board direct—to the registered office of the company, and to deliver a further copy to the applicants for the investigation, if the latter make a request in that behalf: sub-s. (6).

We should not pass from s. 135, which is comparatively clear, and really needs little amplification, without some consideration of the decision in *Re The Grosvenor and West End Railway Terminus Hotel Company Limited* (1897), 76 L.T. 337. It decided that an examination into the affairs of a joint stock company by an inspector appointed by the Board of Trade under s. 56 of the 1862 Act (in substance the same as s. 135) was not a proceeding of such a nature that prohibition could lie in respect of it either to the Board or to the inspector. According to Lopes, L.J., at p. 339, the object of prohibition is to compel courts entrusted with judicial duties to keep within the limits of their jurisdiction; and a prohibition will not be maintainable unless the proceedings were judicial and there has been an excess of jurisdiction. The court held that the inquiry by the inspector was not a judicial inquiry, and had nothing in the nature of a judicial determination. The beginning and the end of the duty of an inspector under s. 56 was, as it is under s. 135, to examine and report his opinion; but in the 1862 Act there was no provision similar to s. 136 of the 1929 Act, whereby the inspector's report may form the basis of criminal proceedings. The Court of Appeal laid much stress upon the fact that, under the Act of 1862, the report was but evidence of the inspectors' opinion and could not be made the foundation of any subsequent action. Section 61 of the last-mentioned Act (now replaced by s. 138 of the 1929 Act) deals with the admissibility of the report, authenticated by the seal of the company whose affairs have been investigated in legal proceedings as evidence of the inspectors' opinion in relation to any matter contained in the report. The question is not one free from uncertainty, but it appears that there is some ground for suggesting that this decision may not be applicable to the relevant sections of the 1929 Act. However, in the case of *Hearts of Oak Assurance Company Limited* v. *Attorney-General* [1932] A.C. 392, the reference by Lord Thankerton, at p. 398, to the decision in *Re The Grosvenor and West End Railway Terminus Hotel Company Limited* (*supra*) lends support to the view that this latter case still retains its applicability.

Let us turn now to s. 136, to which I have already made some reference. It provides that, if from any report made under s. 135, it appears to the Board of Trade that any person has been guilty of any offence in relation to the company for which he is criminally liable, the Board is to proceed (i) by referring the matter to the Director of Public Prosecutions, in the case of an offence in England, and if it appear to the Board that the case is one in which the prosecution ought to be undertaken by that officer, and (ii) by referring the matter to the Lord Advocate in the case of an offence in Scotland. Thereupon, if the Director of Public Prosecutions considers that the case is one in which a prosecution ought to be instituted, and, further, that it is desirable in the public interest that the proceedings in the prosecution be conducted by him, he is to institute proceedings accordingly; and it is the duty of all officers and agents of the company (the expression "agents" here being deemed to include the company's bankers and solicitors, and any persons employed by the company as auditors, whether those persons are or are not officers of the company), past and present (other than the defendant in the proceedings), to give to him all assistance in connection with the prosecution which they are reasonably able to give (sub-ss. (1) and (2)). All this talk of prosecutions and criminal matters may seem an unfamiliar world to company lawyers, but these provisions are clearly such as they cannot afford to ignore, particularly in view of the meaning there given to the expression "agents."

There is one question which by now has probably and naturally occurred to the majority of my readers, namely: Who is going to pay for all this? The answer is given in s. 136 (3). The expenses of and incidental to an investigation under s. 135 are to be defrayed thus: where as a result of the investigation a prosecution is instituted by the Director of Public Prosecutions or by or on behalf of the Lord Advocate, the expenses are to be defrayed by the Board of Trade. But in any other case the expenses are to be met by the company unless the Board of Trade think proper to direct, as they are thereby authorised to do, that they shall be paid either by the applicants, or in part by the company and in part by the applicants; provided, however, that (i) if the company fails to pay the whole or any part of its share of the expenses (if so directed), the applicants are to make good the deficiency up to the amount by which their security given by them under s. 135 (2) (the maximum amount of security being £100) exceeds the amount (if any) of the expenses which the Board has directed them to pay, and (ii) any balance of the expenses not defrayed either by the company or the applicants is to be defrayed by the Board of Trade. The source of the sums of money to be applied in meeting the Board's expenses (if any) of the investigation is dealt with by s. 136 (4), but it need not concern us for our present purposes. It is, however, evident from a consideration of s. 136 (3) that applicants who desire to set on foot unnecessary and vexatious investigations will receive no encouragement from a perusal of its provisions, for, from the financial point of view, the possible expense to them may be considerable, dependent as its determination is upon the inspectors' report and the Board's directions.

Lastly, we should notice that s. 137 empowers a company itself to appoint inspectors to investigate its affairs, the appointment being made by special resolution. Inspectors so appointed have the same powers and duties as inspectors appointed by the Board of Trade under s. 135, but, instead of reporting to the Board, they are to report in such manner and to such persons as the company in general meeting may direct (sub-s. (2)). Furthermore, by sub-s. (3) any officer or agent of the company (here "agent" does not have the special meaning given it in s. 136 (2), *supra*) who refuses to produce to the inspectors any book or document which it is his duty under the section to produce, or to answer any question which is put to him by the inspectors with respect to the company's affairs, becomes liable to be proceeded against in the same manner as if the inspectors had been inspectors appointed by the Board of Trade.

A Conveyancer's Diary.

Appointments of New Trustees—The Right to Custody.

THERE is a question with regard to the right to the custody of appointments of new trustees to which I have referred before, but which will bear looking at again.

The right of custody of documents of title generally has been a subject of controversy since very early times.

It has always, I think, been the law that the owner of a freehold estate in land is entitled to the title deeds. But there is some curious old law about it. It was said in one case that the owner of a freehold estate could give the deeds away, but it does not seem that the donee could have held them as against a subsequent owner. At one time, too, it was not a felony to steal deeds or writings relating to land on the ground, apparently, that they could not be any manner of use to anyone but the owner of the land and so not likely to be purloined. That was altered long ago by statute.

The right of a purchaser of land to the deeds was established in a very old case which is still the leading authority: *Lord Buckhurst's Case* (1598), Moore 488. The judgment in that case was to the effect that the deeds belonged to the feoffee and passed to him without any special grant unless the feoffor had bound himself by a general warranty of the title, in which case the feoffor might retain them. So, if the feoffor had any special reason for retaining the deeds, he might do so. That judgment led to the general rule that if a vendor has other lands to which the deeds relate he may retain them, but otherwise the deeds pass as incident to the possession of the land.

Re Williams and Duchess of Newcastle's Contract [1897] 2 Ch. 144, is a case the decision in which has been the subject of some criticism. It was a vendor and purchaser summons. The vendor was a mortgagee selling under his power of sale. Besides the land agreed to be sold, the mortgage comprised some policies of life assurance which were not included in the sale, but all the land was contracted to be sold. The vendor claimed the right to retain the mortgage deed on the ground that he still held the policies. North, J., held that the purchaser was entitled to the deed. The decision rested entirely upon r. 5 of s. 2 (1) of the Vendor and Purchaser Act, 1874. That rule reads: "Where the vendor retains any part of an estate to which any documents of title relate he shall be entitled to retain such documents." The Act does not say that he shall not be entitled to retain the documents if for some other reason he had a right to do so, and it was contended before the Act, and possibly was the law, that if there were any property (not merely land) comprised in a deed besides the land sold the vendor might retain it. That does not seem, however, to have been definitely settled. Of course, it would not often happen that a deed related to both land and personalty. Where there was a settlement of both land and personalty it was, of course, the universal practice to have a separate conveyance of the land to the trustees. That system is now established by the S.L.A.

Now to turn to the question of appointments of new trustees. When the question arises between vendor and purchaser there is no difficulty, for s. 45 (9) of the L.P.A., 1925, enacts that "A vendor shall be entitled to retain documents of title where . . . (*b*) the document consists of a trust instrument or other document creating a trust which is still subsisting or an instrument relating to the appointment or discharge of a trustee of a subsisting trust."

So where a trust is subsisting for any purpose the purchaser cannot require an appointment of new trustees to be handed over, although it may be essential for the purpose of his title.

If the question is not between vendor and purchaser the sub-section does not apply.

A very interesting recent case on this point is *Clayton* v. *Clayton* [1930] 2 Ch. 12.

A testator died having by his will bequeathed settled legacies and having thereby also by legal limitations settled freeholds which, in the events which happened, became vested in the plaintiff free from all equities, encumbrances and charges. From time to time there had been appointments of new trustees of the testator's will for the purposes of the Settled Land Acts and other purposes, and in particular three appointments by deeds dated in 1902, 1904 and 1915 respectively. By another appointment dated in 1924 the plaintiff had himself been appointed a trustee jointly with the other then trustees for the purposes of the Settled Land Acts so far as regarded the settled freeholds only. In 1929 the freehold estates were released from all charges and interests affecting them in priority to the plaintiff's estate, and in that year the plaintiff and the other trustees executed a deed of discharge under s. 17 of the S.L.A., 1925. The plaintiff therefore became absolute owner both at law and in equity of the freehold estates. There remained, however, the settled legacies, the trusts of which were still subsisting. The plaintiff claimed to be entitled to the three deeds of appointment of 1902, 1904 and 1915 on the ground that they formed part of his title to the freehold estates. The defendants claimed to retain those deeds because they related to the settled legacies of which they were the trustees, and that the deeds did not assure any estate or interest in the freehold estates, the limitations in the will being legal limitations which conferred no estate upon the trustees for the time being.

Maugham, J., held that the plaintiff was not entitled to recover those three deeds from the defendants.

The real point in *Clayton* v. *Clayton* was whether appointments of trustees for the purposes of the Settled Land Acts were title deeds in the sense in which that expression is used in the cases to which a reference has been made. When the general law relating to the custody of title deeds was settled by the authorities such deeds which assured no estate or interest in land and conferred no powers of charging, and yet were necessary to establish the title to the land, were unknown, and the many cases decided before the S.L.A., 1882, are not of much help beyond perhaps going to show inferentially that such deeds are not really title deeds at all.

Maugham, J., however, said that, even on the supposition that such deeds "are in a general sense title deeds, I hold that the right or title of the defendants to them as trustees, so long as they have duties as trustees to perform, precludes the plaintiff in the circumstances from succeeding in an action of detinue to recover possession of the deeds." The learned judge did not cite any authority in support of that part of his judgment, which I think can hardly be supported. Certainly it is contrary to the decision in *Re Williams and Duchess of Newcastle's Contract*.

Of course, the precise point could not have arisen before the Settled Land Acts. The cases where trustees were held entitled to retain the deeds were necessarily those where the trustees had an estate in the land and required the deeds to support their title.

A Correction.

I must apologise for the fact that my last article contained certain errors, which, for want of a better scapegoat, I will attribute to the blameless printer. The fact is that, by mistake, I did not receive my proof in time. In the first line of the sixth paragraph the words "that of the first mortgage" should be deleted, and in the last paragraph the word "charged" should be "merged." There is another trifling slip which I need not mention as it makes no difference to the sense.

Landlord and Tenant Notebook.

Construction of Notices to Quit at End of Current Year.

The "*ut res magis valeat quam pereat*" rule of construction applies to a notice to quit no less than it does to other documents; but in this case the oft-heard phrase "give effect to the intention of the parties" (though it has been used, and that judicially) does not accurately express the position, for a notice to quit, unlike a contract, is not meant to record any consensus. It is not surprising that there has been some conflict of authority; one such conflict, which remained unresolved for a long time, was that between *Doe d. Huntingtower* v. *Culliford* and *Doe d. Mayor, etc., of Richmond* v. *Morphett*, ultimately settled with the assistance of *Doe d. Williams* v. *Smith* by *Wride* v. *Dyer*.

This particular conflict concerned the misuse of the word "current." In the first of the cases mentioned above, *Doe d. Huntingtower* v. *Culliford* (1824), 4 Dowl. & Ry. 248, K.B., a landlord's notice determining a tenancy from year to year, which appears (from the argument) to have been a Michaelmas tenancy, was served on the 28th September, 1822, and named "Ladyday next, or at the end of your current year." It was pleaded that the alternative was tantamount to a two days'

notice, and that the whole thing was therefore a nullity. But the court held that it was plain that the notice was good for Ladyday, 1823. What is puzzling about this case is that the report tells us that Abbott, C.J., construed "the end of your current year" as "the end of the current year ending at the ensuing Ladyday." If so, it was not a case of rejecting the impossible and adopting the possible of two alternatives, but of holding (by giving elasticity to the word "current") that both meant the same thing. But Bayley, J., based his judgment on the absurdity of supposing a two days' notice.

Doe d. Williams v. *Smith* (1836), 5 A. & E. 350, is a more satisfactory case, as regards the reporting. A yearly tenancy of a farm ran from 2nd February–2nd February (there was apparently provision for retaining possession of the buildings till the 1st May, but nothing turns on that). On the 22nd October, 1833, the landlord served a notice "to quit and deliver up . . . at the expiration of half a year from the delivery of this notice, or at such other time or times as your present year's holding of or in the said premises or any part or parts thereof respectively shall expire after the expiration of half a year from the delivery of this notice." It was argued that as the "present year" would expire in less than six months from the 22nd October, the notice was invalid. Denman, C.J., said that though the word "present" was used, the notice might be referred to the 2nd February, 1835, which was "after the expiration of the half a year," and that there was no danger of the tenant being misled. Littledale, J., described the notice as "lame and inaccurate," but was in favour of endeavouring to give it a "rational interpretation," so concurred. Here the principle unanimously followed was that of rejecting the legally impossible.

But the court which adjudicated in the case of *Doe d. Mayor, etc., of Richmond* v. *Morphett* (1845), 7 Q.B. 577, distinguished the facts from those of the last-mentioned case and spoke disapprovingly of *Doe* v. *Culliford, supra*. Here the trouble was that a notice determining a 13th November–13th November yearly tenancy, served on the 21st October, told the tenant to quit "on the 13th May next or upon such other day or time as the current year for which you now hold the same will expire." Read literally, both alternatives were, of course, bad; the specified date was less than six months ahead, and so was the expiration of the current year! And the court, presided over by Denman, C.J., decided that a notice which was bad throughout would not do.

The position was then that where there was absolute inconsistency, but part of the notice was good, the legally impossible part might be rejected. In *Doe* v. *Smith, supra*, the notice could not be read otherwise than as referring to a time more than six months from service. But the idea of altering language because it could not in law effect what it in fact said stood condemned.

So the matter remained for half a century, when *Wride* v. *Dyer* (1899), 81 L.T. 453, tested the validity of a notice purporting to terminate a Lady-day yearly tenancy, issued and served on the 24th March, 1898, and reading: "I hereby give you notice to quit and deliver up to me all that cottage, garden and premises which you hold or rent of me, situate and known as No. 4, Holland-street, Ashcombe, Weston-super-Mare, on the 24th June, 1898, or at the end of your current year's tenancy." Proceedings for recovery of possession were instituted in April, 1899. The question appeared to be whether *Doe* v. *Morphett* had overruled *Doe* v. *Culliford*; but the view taken by the Divisional Court was that the two were not inconsistent, the disapproval expressed in the later case being, apparently, *obiter*. The notices were not identical, and, indeed, in the later case, the end of the current year at the time of the notice was some five months, not two days, ahead. Ridley, J., decided it was a case for applying the principle stated in *Doe* v. *Culliford* by Abbot, J., "to give such a sense to ambiguous words as will effectuate the intention of the parties"; as no one would give a few hours' notice to quit, the tenant must have understood the notice as referring to the 25th March, 1899 only. In his judgment, Darling, J. (as he then was) made the point that no one had disapproved of *Doe* v. *Culliford* when *Doe* v. *Smith* was decided.

In so far as it is the business of the law to bring about certainty, one cannot but regret this decision, and ask, as did one of the judges in *Doe* v. *Morphett*, where the line is to be drawn. A landlord or tenant under a tenancy from year to year, receiving a notice to quit at the end of a current year shortly before the current year ends, is expected to use his common sense, and if no legitimate alternative be specified to read it as relating to the end of the next year; this is all very well, but how shortly? I have previously discussed the notice to quit "on or before" problem in this Journal (74 Sol. J. 349, 396) and commented on similar uncertainty; and what appears very desirable is that all agreements for periodic tenancies should contain a clause specifying exactly how notice to determine is to be worded and given.

Our County Court Letter.

LIABILITY FOR DANGEROUS WINDOW.

In a recent case at Louth County Court (*Kelham* v. *Hilliard and wife*), the claim was for damages in respect of personal injuries. The plaintiff's case was that she and her husband went on holiday to Trusthorpe, where they stayed with the defendants. No warning was given as to any window being unsafe, and (in order to cool a room) a window was opened by the plaintiff, who had two fingers broken, i.e., by the top part of the window falling. The second defendant's case was that her son had placed a screw, near the catch, to prevent the window from being opened, and the plaintiff was warned that it was unsafe. His Honour Judge Langman gave judgment in favour of the first defendant, with costs, and in favour of the plaintiff against the second defendant for £50 general damages and £13 15s. 2d. special damage, with costs. Compare *Sarson* v. *Roberts* [1895] 2 Q.B. 395, and *Cunard* v. *Antifyre Ltd.* [1933] 1 K.B. 551.

THE TRAINING OF HAIRDRESSERS.

In the recent case of *Appleton* v. *Holman*, at Wantage County Court, the claim was for the return of £25, paid as a premium for the training in hairdressing of the plaintiff's daughter. The latter gave evidence that, at the age of fourteen and a-half years, she was apprenticed to the defendant, and began her training under a lady assistant. The defendant and the assistant were subsequently married, and the three apprentices' lessons in hairdressing ceased. The plaintiff's daughter was then employed in domestic duties, and was sent on errands. This was denied by the defendant and his wife, and corroborative evidence was given by a widow, who stated that she (and not the apprentices) had done the housework. Two customers stated that their hair had been permanently waved by the plaintiff's daughter and another girl, under the supervision of the defendant's wife, in May last. His Honour Judge Randolph, K.C., was satisfied that the girl was employed on housework to a considerable extent. Judgment was given for the plaintiff for £15 and costs.

STRAYING ANIMALS AND POULTRY ON ROADS.

In the recent case of *Robbins* v. *Clapp*, at Bristol County Court, the claim was for damages in respect of personal injuries. The plaintiff had been riding a motor-cycle, with a good lamp, at 6.30 a.m. on the 27th February, on his correct side of the road. It was a bad morning, and the plaintiff was riding cautiously, but he was nevertheless knocked over by a cow which came out of a gate on his right without warning. The defendant's son gave evidence that he had opened the gate, and made sure the road was clear. After

half a dozen cows had wandered out, he went 20 yards into the field, and the rest of the cows then followed the leaders. While in the field (no one else being at the gate) he saw the light of the motor-cycle. The defence was a denial of negligence, in the absence of which the owner of cattle and domestic animals was not liable for any damage they did when they were lawfully on the highway. His Honour Judge Parsons, K.C., held that the method adopted was not a reasonable and safe one in the circumstances existing on the morning of the accident. This view was strengthened by cl. 107 of the Highway Code, viz.: "Before you lead any animal out of a field or yard, on to the road, always make sure that the road is clear." Judgment was given for the plaintiff for £65 and costs. See three cases noted under the above title in the "County Court Letter" in our issue of the 22nd June, 1935 (79 Sol. J. 449).

Obituary.

Mr. B. C. ASPINALL, K.C.

Mr. Butler Cole Aspinall, K.C., of Paper-buildings, Temple, died in a nursing home on Friday, 15th November, at the age of seventy-four. He graduated at London University, and was called to the Bar by the Middle Temple in 1884. He became a Bencher in 1907, and was elected Treasurer in 1929. He acquired a large practice in the Admiralty Court, and took silk in 1899. He was chairman of the Naval Prize Procedure Committee in 1913, and in 1914 he was appointed chairman of the Release of Cargoes Committee and a member of the Prize Claims Committee. He was chairman of the British and American Joint Arbitration Board in 1920.

Mr. E. A. DIGBY, K.C.

Mr. Edward Aylmer Digby, K.C., of King's Bench-walk, Temple, died on Thursday, 14th November, at the age of fifty-two. He served for several years in the Navy, and was invalided out in 1906. He was called to the Bar by the Middle Temple in 1909, and practised chiefly in the Admiralty Court, being also a member of the South-Eastern Circuit. He returned to the Navy during the war, and in 1919 he was placed on the retired list with the rank of commander. He resumed his practice and took silk in 1927. He became a Bencher of his Inn in 1934.

Mr. W. M. HOW.

Alderman William Maynard How, retired solicitor, of Shrewsbury, died recently at the age of seventy-nine. Mr. How, who was admitted a solicitor in 1882, was head of the firm of Messrs. How & Stokes, of Shrewsbury. He had been elected Mayor of Shrewsbury on three occasions, and was chairman of the Shrewsbury education authority.

Mr. F. A. STIGANT.

Mr. Frederick Adam Stigant, solicitor, senior partner in the firm of Messrs. Norman & Stigant, of Chatham, died on Thursday, 14th November, at the age of seventy-two. Mr. Stigant, who was admitted a solicitor in 1884, became town clerk of Chatham when the borough was incorporated forty-four years ago.

Colonel D. W. E. THOMAS.

Lieut.-Colonel David Williams Evan Thomas, solicitor, of Brecon, died on Saturday, 16th November, at the age of sixty-nine. Colonel Thomas was educated at Christ College, Brecon, and was admitted a solicitor in 1889. He was a member of the firm of Messrs. D. W. E. & M. F. Thomas, of Brecon, and had been clerk to the Brecon borough and county magistrates for thirty-seven years.

Reviews.

Principles of the Law of Libel and Slander. By Wilfred A. Button, B.A., of the Inner Temple and Midland Circuit, Barrister-at-Law. 1935. Demy 8vo. pp. xxiii and (with Index) 255. London: Sweet & Maxwell, Ltd. 12s. 6d. net.

This little book was written as the result of a judicial observation, overheard by the author, lamenting the absence of any small book on this subject. Lord Justice Greer has written a foreword in which he applauds the author's intention and his success in carrying it out. The author has collected statements of the main principles which apply, and set them out in the book, whether they be from judgments or text-books. He also includes some specimen pleadings, which are useful, and the more important rules of procedure relating to defamation actions are noted. The relevant portions of a number of statutes are set out in the Appendix. At pp. 20 and 23, the statements of law appear to be too narrow, for in the one case the crime imputed must be punishable corporally—a wider classification than the author gives, and in the other the imputation must be of any contagious disease—not merely of those stated. Generally, however, the book is excellent for students who are acquiring groundwork and for others who wish to be referred to the leading authorities.

The Law of Housing. By W. Ivor Jennings, M.A., LL.D., of Gray's Inn, Barrister-at-Law, Reader in English Law in the University of London. With a Chapter on Housing Finance and Accounts and Financial Notes by Frank E. Price. 1935. Royal 8vo. pp. xl and (with Index) 654. London: Charles Knight & Co. Limited. 35s. net.

The most valuable part of this book is the section of fifty odd pages devoted to a general survey of the statutes dealing with the subject-matter with which it is concerned, from the Housing and Working Classes Act, 1885, to the Act of the present year, just fifty years later. The statutes themselves, with reasonable annotations, occupy nearly 350 pages, the remainder of the book being taken up by the relevant orders and circulars, and an excellent index. The work is primarily intended for local authorities, but the author is alive to the requirements of practising solicitors, many of whom will find the present work useful if for no other reason than that it indicates how far the general law of property has been encroached upon, for good or evil, by housing legislation. The book has the advantage of exhibiting the Housing Act, 1935, in its proper setting in regard to earlier legislation—a method which is preferable to an isolated treatment of the new Act, a great part of which is concerned with modification of former housing law.

Books Received.

Kerr on Receivers. Tenth Edition, 1935. By F. C. Watmough, B.A., of the Middle Temple, Barrister-at-Law. Demy 8vo. pp. lv and (with Index) 480. London: Sweet & Maxwell, Ltd. 18s. net.

Revue Internationale des Sociétiés. No. 1. April, 1935. Paris: Librairie Générale de Droit et de Jurisprudence. Foreign annual subscription, 120 francs.

The Housing Act, 1935. By T. J. Sophian, of the Inner Temple and South-Eastern Circuit, Barrister-at-Law. 1935. Royal 8vo. pp. ix and (with Index) 217. London: Sir Isaac Pitman & Sons, Ltd. 12s. 6d. net.

The Solicitors' Diary, 1936. Edited by R. W. D. Sandford, B.A., Solicitor. Ninety-second year of publication. London: Waterlow & Sons, Ltd. Half-bound, law calf, 10s. to 15s. net; cloth gilt, 8s. net.

Summary of Rating and De-rating Appeals, 1933–35. London: "Rating & Income Tax," 29-31, Breams-buildings, E.C.4. 1s. net, or by post 1s. 2d.

To-day and Yesterday.

Legal Calendar.

18 November.—Chief Baron Walter was called to the judicial office in the difficult times when Charles I was beginning his struggle with the Parliament. He proved not pliable enough to the royal will, and, after five years' service, the King forbade him to sit in court. Less than a month later, on the 18th November, 1630, he died at his house in the Savoy. Croke described him as "a profoundly learned man and of great integrity and courage," and Fuller, contrasting his manner at the Bar and on the Bench, said he "was most passionate as Sir John, most patient as Judge Walter."

19 November.—On the 19th November, 1770, a gentleman named Stephens, author of a pamphlet on the illegality of imprisonment for debt, was called up before Lord Mansfield and the rest of the Justices of the King's Bench and spoke for over half an hour on his subject, demanding his immediate release. Lord Mansfield, after hearing him attentively, said it was not in his power to comply with his request and remanded him back to prison, whereupon "he desired his Lordship to take care whether the prisoners would not right themselves." In effect, when they heard of his failure, they rose and secured the turnkeys, seven of them escaping. The Guards from the Tower had to come to stop the rest.

20 November.—On the 20th November, 1591, Sir Christopher Hatton, formerly Lord Chancellor, died at Ely House in Holborn.

21 November.—On the 21st November, 1834, Lord Chancellor Brougham bade farewell to the Chancery Bar, saying that he was not aware until within the last hour that he would be called upon to give up the Great Seal so early. He expressed the annoyance which he felt, not on his own account, for individually he did not care a straw, but because he could not hear an important case for which a date had been fixed. He then gave judgment in several cases which were outstanding, and said he was glad not to put the parties to the expense of a re-trial before another judge. He also expressed satisfaction that this court "represented by its enemies as a temple of discord, delay and expense," had no arrears.

22 November.—By November, 1771, Mr. Stephens, who while suffering imprisonment for debt had been so active in asserting its illegality, was again at liberty, having been discharged from the King's Bench Prison. He had entered himself as a student in the Temple with the design of studying law, but on the 22nd November, he had to attend before the Benchers, who informed him that the Society had resolved upon his expulsion. He answered that they had no right to expel him, that he still considered himself a member and that he would attend commons.

23 November.—Sir James Mansfield, formerly Chief Justice of the Common Pleas, died on the 23rd November, 1821, seven years after his retirement. He was the son of an attorney practising at Ringwood, in Hampshire, and he was called to the Bar at the Middle Temple, in 1758. He was already old when he was raised to the Bench, and the motto he chose for his rings when he was made a serjeant for that purpose was: "Serus in cœlum redeas."

24 November.—On the 24th November, 1869, Mr. Justice Hayes died at the Westminster Palace Hotel, having been laid low by a stroke while unrobing after hearing a case at *Nisi Prius*. Born in 1805, and educated as a Roman Catholic, he became a member of the Church of England at an early age. He began his legal career as articled clerk to a Leamington solicitor, but in 1824, he joined the Middle Temple. In 1868 he was raised to the Bench, where he was destined to sit for little more than a year.

The Week's Personality.

In 1587, Queen Elizabeth astounded and alarmed the legal world by entrusting the Great Seal to her favourite, Sir Christopher Hatton, whose career had been that of a courtier and not a lawyer. But he had brilliant talents and a lively intelligence, so that by dint of care and industry the new Chancellor ruled his Court well and won for his judgments the reputation of wisdom and impartiality. But now came a decline in the Queen's favour. He could no longer dance attendance so assiduously on royalty and younger rivals took his place. The decline of his power and position grieved him, but a heavy blow was in store. "It broke his heart that the Queen (which seldome gave boons and never forgave due debts) rigorously demanded present payment of some arrears which he did not hope to have remitted, but did only desire to be forborn; failing herein in his expectation, it went to his heart and cast him into a mortal disease. The Queen afterwards did endeavour what she could to recover him, bringing, as some say, cordial broths unto him with her own hands." But he said: "All will not do; no pullies will draw up a heart once cast down, though a Queen herself should set her hand thereunto." So died at his house in Holborn one of the strangest of our Chancellors.

Pretty Faces.

Owing to a report that a ruling in a traffic court had been changed from "guilty" to "innocent" under the influence of a party of girls there, the Governor of Maryland has issued a warning to magistrates that they must not allow themselves to be so worked upon. The subtle persuasiveness of a pretty face used to find Lord Chief Justice O'Brien by no means insensible, and it was said that he treated an attractive girl as nearly conclusive evidence in favour of the party calling her. Once in Limerick, an experienced practitioner, appearing in a hopeless case, put into the box a supremely beautiful girl. The judge beamed and then remembering himself, said: "Mr. Kelly, this will not do. This will do not, Mr. Kelly. I don't mind admitting that there have been occasions when testimony of this kind might have affected me, but that is a long time ago, Mr. Kelly. I am now an extinct volcano." Kelly was for a moment disconcerted, but noticing that despite his protestation the judge was still ogling the girl, he replied: "I dinnaw, me lord, but there might be a few rumbles in the old crater yit." O'Brien was delighted and found accordingly.

Gaol for Debt.

Sir John Simon, the Home Secretary, in a circular letter to the courts of summary jurisdiction, has drawn attention to the urgent problem of imprisonment for debt, pointing out that of the total number of persons sent to prison, more than a third go for debt. To-day it seems hardly possible that little more than a century ago another Home Secretary should have moved as slowly and ineffectively as he did in the face of the scandals of the system. Take the case of the seven poor men, all with families, who, in 1824, petitioned the Earl of Harewood from the depths of Bradford Gaol where they lay for debts of under forty shillings. It was reported that one "has been confined for eleven weeks during all which time he has had his legs chained together by a heavy iron chain to each leg and riveted by two strong rings. For seven weeks his hands have been fastened together with handcuffs . . . He has been guilty of no misconduct and no attempt to escape." Though the length and manner of his imprisonment was a gross abuse of the law, it took the Home Office over five months to prosecute the bailiff and gaoler responsible, and then one got three months' imprisonment and the other was fined sixpence. The two local Commissions appointed to administer the Debtors Act, who had remained complacently unaware of the happenings in the gaol, escaped all criticism. The law of debtors remained unaffected.

THE LAW OF PROPERTY ACTS, 1925.

By A. F. TOPHAM, Esq., K.C.

A Verbatim Report of the Sixth of a Series of Lectures Delivered to The Solicitors' Managing Clerks' Association.

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The President (Mr. S. H. Vere): Gentlemen, last week I had an inquiry made, and I understand there are several other inquiries which have been made, as to whether these Lectures are being printed. Some of you have observed the notices put up in the Hall, but, so that there may be no misunderstanding, the Lectures are being printed by the proprietors of The Solicitors' Journal, and they are appearing week by week in that Journal, commencing on the 19th October last. Inquiries have also been made as to whether the Lectures are to appear afterwards in book form. The Solicitors' Journal tell me that that is under consideration, and they will let us know whether or not they propose to print them in book form. For the benefit of any of those who do not know the address of The Solicitors' Journal, it is No. 29, Breams-buildings, E.C.4, and if you are not able to obtain copies from the usual agents you can apply direct to The Solicitors' Journal.

I will now ask Mr. Topham to resume his Lectures.

Mr. Topham: Mr. President and Gentlemen, before going on with the subject from the point which I had reached, I want to deal with a question put to me in relation to a matter I have already dealt with, which is one of very considerable interest, I think, in connection with vesting assents, and it also covers all forms of assents. This is the question, putting it in rather a short form: Supposing you have a testator who dies at the present day and who devises certain land to A; then A sells the land to B before there has been actually an assent to the devise to him. The question asked is this: Can the executors vest the legal estate in that land direct in the purchaser? It is a question which I have not come across personally, and I have accordingly consulted several of my conveyancing friends. Apparently that is a question which is very much mooted at present, and the opinions of my friends are almost equally divided, and I must therefore put the problem to you and as best I can tell you what I think about it.

The first thing it seems to me you have to make up your mind about is: What is an assent, and for that purpose it is as well to consider the history of these assents. Before the year 1897 you could not have an assent as regards real property—freehold land. Assent only came in in this way, that where there was a legacy of personal property, when it was clear that that legacy would not be required for administration purposes, the executor would assent to the legacy. He did not do anything necessarily; sometimes he would hand the property over; sometimes he would do nothing at all; but there might be an assent, either to handing over chattels or even leasehold, merely by conduct. At that time, therefore, assent was nothing more than the acquiescence by the executor in an accomplished fact. A legatee is entitled to the legacy subject to administration, and the executor assents to the position. Then you may remember that by the Land Transfer Act of 1897 it was provided that real estate should vest in the personal representatives as if it were a chattel real, and they were to have the same powers of dealing with the real estate as they had with regard to the personalty. And by the same Act, s. 3, it was provided that after the death of an owner of freehold land, his legal personal representative might assent to any devise contained in his will. So far, it is quite clear that all he could do was to assent to a devise, and I am bound to say I should have thought, before looking at the precise words of the new Acts, that an assent really meant the acknowledgment by the personal representatives that some beneficial interest had arisen on the death, and assenting to the consequent vesting of the legal estate to carry out the beneficial interest which already existed. You will notice, for instance, that the personal representative is the only person who can assent. Then came the Administration of Estates Act of 1925, and s. 36 dealt with it in this way: Up to that time an assent of even freehold land might be purely verbal or by conduct, but the Administration of Estates Act said this: "A personal representative may assent to the vesting in any person who (whether by devise, bequest, devolution, appropriation"—so far we have got what I should have expected to find, but then you get the blessed words "or otherwise")—"may be entitled thereto either beneficially or as a trustee," and so on, "of any real estate to which the testator or intestate was entitled . . . and which devolved on the personal representative." Then sub-s. (2) goes on to say that "the assent shall operate to vest in that person the estate or interest to which the assent relates, and unless a contrary intention appears, the assent shall relate back to the death of the deceased." I am very puzzled by that phrase, but it seems to me that the assent is only going to give effect to the devise in the will, or the devolution which took place on the death, because it relates back to the death. That could not possibly relate to a purchaser from a devisee who bought the land six months after the death. Then cl. 4 goes on: "An assent to the vesting of a legal estate shall be in writing signed by the personal representative and shall name the person in whose favour it is given and shall operate to vest in that person the legal estate to which it relates and an assent not in writing or not in favour of a named person shall not be effectual to pass a legal estate." Then we come to (7), which is important as showing that a purchaser taking from a personal representative, or by reason of assent from a personal representative, need not inquire into the true position. It goes on: "An assent (or conveyance) by a personal representative in respect of a legal estate shall in favour of a purchaser unless notice of a previous assent or conveyance affecting that legal estate has been placed on or annexed to the probate or administration be taken as sufficient evidence that the person in whose favour the assent or conveyance is given or made is the person entitled to have the legal estate conveyed to him," and so on. So far it does not matter very much whether it can be done in one way or the other, and that sub-section is obviously meant to save a purchaser from having to inquire. It is sufficient *primâ facie* evidence—not conclusive evidence. But the important part of the question arises from this—the question about stamp duty—and there sub-s. (11) says this: "*This section* shall not operate to impose any stamp duty in respect of an assent, and in this section 'purchaser' means a purchaser for money or money's worth." "*This section* shall not operate to impose any stamp duty in respect of an assent." That is where my conveyancing friends are not in agreement. You must remember this, that under the Stamp Act of 1891 the conveyance on sale, of course, has to be stamped *ad valorem*, and by s. 54 "conveyance on sale includes every instrument whereby any property upon the sale thereof is transferred to or vested in a purchaser." I do not feel myself much doubt that if you did carry in such a document for adjudication the authorities would say, and I think say quite rightly: "Whatever you may call this thing, this assent in writing, it is an instrument, and by it, on the sale, property has been transferred to or vested in the purchaser," and the stamp duty would

be paid. But sub-s. (11) says : " This section shall not operate to impose any stamp duty in respect of an assent." I cannot help feeling myself that what that means is that the fact that the section requires an assent to be in writing is not to make it an instrument which requires stamp duty. In my view it is not this section which imposes stamp duty ; it is s. 54 of the Stamp Act. So it seems to me that the position is this, that apart from this section, stamp duty would be payable on such an instrument. " But then," say those who contend for that view, " that does not matter because you will never be found out." Perhaps that is hardly a valid reason for defrauding the Revenue ; but the question arises : Can you be found out ? and they rely on sub-s. (7), which says, as I have told you, an assent by a personal representative shall be taken as sufficient evidence that the person in whose favour the assent is made is the person entitled to have the legal estate conveyed to him. So that the purchaser would not necessarily be bound to inquire whether the executor had assented to the right person. But then it seems to me that this is quite possible, or even probable : a purchaser from B, investigating the title, will want to see the probate of the testator's will ; he will want to see that the right executors have been appointed, and so on ; and he may very well, being a careful conveyancer, having got the will, read it, and he will find then that the land was devised to A and nobody else, and that there was an assent in favour of B, and he will want to know about that. Then he will say : " Is this all right ? obviously B has got this somehow ; it has been conveyed to him voluntarily, or he has bought it ; if it is a voluntary conveyance (under the Act of 1910 you have to stamp it *ad valorem*) and this is not sufficiently stamped," and then, if that is right, somebody has to pay a penalty. I do not know whether the option of a fine is given in those cases, but it seems to me it is, first of all, an exceedingly dangerous operation, and, secondly, I do not think it is honest ; at any rate, I think the executor would be much better advised to carry out the transaction by a proper assent to the devisee, and a conveyance by him, and not attempt to make the purchaser evade the stamp duty that he really ought to pay.

Now to come back to the place I had got to in dealing with leases as affected by the Law of Property Act, and so on. One section on which there has been a decision which is rather an interesting one is s. 152 of the Law of Property Act, which deals with the case where a lease is invalid by reason of some defect in the exercise of a power. It says this (I am rather altering the words to make it shorter) : Where in the intended exercise of any power of leasing a lease is granted which by reason of any failure to comply with the terms of the power is invalid, the lease shall take effect as a contract to grant a valid lease under the power, provided it was made in good faith and the lessee takes possession, and the lease was such as could properly have been granted under the power. An instance of the sort of thing dealt with by that section occurred in the case of *Kisch* v. *Hawes Bros., Ltd.* [1935] Ch. 102. The position was this : a lease had been made by a tenant for life in December, 1920, to the defendants, Hawes Brothers, Ltd. It was granted in August, 1919, and there was already a lease running, and so what the tenant for life purported to do was this : in August, 1919, he purported to grant a new lease for twenty-one years to run from the 31st December, 1920, at an increased rent beyond the rent which had been paid. Now you can see that a lease made in August, 1919, to take effect in December, 1920, is not a lease taking effect in possession within twelve months, and that is what is required to be done under the Settled Land Act. The tenant for life who had granted that lease, and would no doubt have carried it out if the question had arisen during the time of his life, died, and the new tenant for life claimed that this lease was invalid because the power had not been properly exercised. The defendants then claimed that the lease, under this section, would " take effect as a contract to grant a valid lease," but unfortunately the defendants made a slip in the pleadings. It is very rare in these days for a false pleading to have any very serious results ; the courts are always very ready to grant leave to amend, and so on. But it so happened that the pleader, and I think quite excusably in this case, really had pleaded something which had a special legal meaning, and Mr. Justice Farwell, who would be the last person so give effect to a legal difficulty if he could possibly help it, felt bound to give effect to the rule. What happened was this : The defendants pleaded in their defence " The Defendants are in possession of the land in question "—a nice short way of pleading if you are in possession. You may remember that that plea is rather a special plea, because it puts the other party on proof of title ; you are not bound to produce any deed or title ; and it puts the others to the proof of title, and it is a very convenient thing to do. But the plaintiff took this point, and with success : it has been held in old cases that where a tenant of land, a lessee, pleads possession, that is a denial of the plaintiff's title, and if the tenant denies his lord's title, that is a forfeiture of his lease. Accordingly, having put that plea into his defence, the lease had been forfeited, and the learned judge so held. So be careful how you plead the defendant is in possession if you are a lessee.

Another point on leases is the question of relief from forfeiture. You know there are provisions of considerable importance in s. 146 of the Law of Property Act re-enacting certain earlier sections of the Act of 1882 and the Act of 1892. There is a curious slip which was made in the drafting of the new Act, which led to a very special amending Act. It is such a short Act, and so much out of the way, that one is apt to forget it, but it is the amending Act of 1929, and it has resulted in the Law of Property Acts now being called properly the Acts of 1925 to 1929. I wonder how many people remember that. I am bound to say I generally forget it myself. The point of it was this : the old s. 14 of the Conveyancing Act of 1881 gave certain relief to tenants in respect of breach of covenant, and required certain notices to be given before the forfeiture could be put into effect. Then there was a provision that this section shall not extend to certain covenants such as a covenant not to assign, and a covenant for forfeiture on bankruptcy, and so on. Then the Conveyancing Act of 1892 gave the court a special power in certain cases to vest the term of the lease in a sub-lessee, but there were no exceptions to that power in the case of a covenant not to assign, and so on ; but when the 1925 Act was enacted, this was all re-drafted, and the whole of these provisions put into one section, and then the same wording was copied, " This section " shall not apply in case of breach of covenant not to assign, and so on. So by accident it had put in a new exception and the court could not vest the term in a sub-lessee in cases of covenant not to assign, and so on. It was quite accidental. So that this amending Act of 1929 was passed merely to put that slip right, and the law is re-enacted now as it was originally under the two Acts of 1881 and 1892.

There has been one very interesting and valuable decision in the Court of Appeal on s. 146. You will remember that under s. 14 of the old Act, and under the new one, where the landlord is going to re-enter or forfeit in case of breach of covenant, he has to serve notice on the tenant. Probably most of you have seen a great number of those notices. Under the Act the notice must specify the breach complained of, and, if capable of remedy, require the lessee to remedy, and in any case must require compensation in money. That is very often overlooked, because very often you do not require compensation in money. In the case of *Rugby School (Governors)* v. *Tannahill* [1935] 1 K.B. 87 ; 78 Sol. J. 801, the position was this : there was a lease with a covenant that the land or property should not be used for any illegal or immoral purpose.

The assignee of the lease, the tenant for the time being, was convicted of using this property for an immoral purpose, and thereupon the solicitors for the landlord served a notice specifying the breach and requiring possession. They did not require the lessee to remedy the breach, nor did they require compensation in money. The answer they gave was, first of all they did not require the lessee to remedy the breach because it was not capable of remedy; having once employed the house for immoral purposes, the damage was done once and for all. Secondly, they said, there is no need to require compensation in money, although the Act says that in any case you must do so, even if you do not want compensation in money. The Court of Appeal held that that was right, and that the notice was good. They said the breach was not capable of remedy, and if you do not want compensation in money there is no need to claim it.

The next heading I come to under the syllabus of these lectures after dealing with Leases is Restrictive Covenants. That was one of the subjects which your President asked me to deal with rather specially, and it is true that it is a very important subject, and the cases on it are extraordinarily difficult.

One very important new power that is put into the Act is the power of the Authority (it is a new authority constituted under the Act) to modify restrictions. It is s. 84 of the Law of Property Act. "The authority," which is defined elsewhere, "shall have power on the application of any person interested in freehold land affected by restrictions to discharge or modify such restrictions in case of change of character of the neighbourhood," and so on, "or if the modification will not injure the parties entitled to be protected." One result of that section is that cases which at one time were quite common before the courts, in which there was a claim to enforce a restrictive covenant, and one of the defences was that the character of the neighbourhood had changed, or some defence of that kind, have almost entirely disappeared from the courts, because there is a provision in this section which goes on to say that whenever proceedings are taken to enforce a restrictive covenant, the court may give leave to apply to the authority, and may stay the proceedings; with the result that if there is a case of restrictive covenant which is not an absolutely outstanding case of obvious breach, the proceedings are nearly always stayed, and then it goes before an arbitrator, and leading counsel do not generally see any more of the case. However, it is perhaps no doubt a useful thing that these covenants can be modified where an impartial arbitrator holds that the character of the neighbourhood has changed, or if really the modification will not hurt anybody. There have been several cases where that stay of proceedings has been allowed. An example of that is *Feilden* v. *Byrne* [1926] Ch. 620. That was a case where some defendants had bought property with notice of certain restrictive covenants which prevented the property being used as a school. The plaintiff, in whose favour the covenants had been made, or in favour of whose land the covenants had been made, sued for an injunction, and the defendants said there had been changes in the neighbourhood. Thereupon the court gave leave to the defendants to apply to the authority to vary the covenants, and stayed the action.

But the power will not be used in cases where it would not be right. For instance, where a lessor was suing for breach of covenant in a lease which had, in fact, been broken, the court refused to stay the action. In *Iveagh* v. *Harris* [1929] 2 Ch. 142, there was a lease of a house in Kensington to be used only as a private dwelling-house. That was a covenant in the lease. The defendants, the lessees of the house, divided it up into several tenements and there had been an obvious breach of the covenant. Thereupon the landlord, the plaintiff, served a notice under the Act in proper form. The notice was not complied with, and thereupon the plaintiff sued for possession, and the defendant asked for leave to apply to the authority to vary the covenant and stay the proceedings. It was held that the section does not apply to an action for possession after the covenant has been broken, and more particularly a covenant in a lease. Again, if the defendant after being given every opportunity to apply to the authority does not do so, and the plaintiff then sues for possession, the defendant will not be allowed to stay the proceedings. A case of that sort occurred in *Chatsworth Estate Co.* v. *Fewell* [1931] 1 Ch. 224. That was a similar covenant of a private dwelling-house only, and it had been broken, and in June, 1928, the landlord complained of the breach. There was some correspondence, and on the 17th October the defendants, the lessees, suggested that the covenants might be modified under s. 84. On the 28th October the landlords said that they would desire to give the defendants an opportunity of applying under s. 84, and they would not do anything for the time being. On the 4th June, 1929, that is some eight months after that date, the defendants had done nothing at all, so the plaintiffs issued their writ, and then after the issue of the writ the defendants said "Now we want to apply to the authority; please stay the action," but the court held it was too late; they had been given their opportunity and had failed to apply to the authority and the court dealt with the point itself. There is one curious little amendment in connection with that section, but you will agree it is an important one, because it deals with costs. It arose in this way. This section under the Act of 1925 did not deal with the costs of an application to the authority under that section, and so an Act which I do not suppose a great many people know about, the Administration of Justice Act, 1932, said this, that the costs of such an application should be in the discretion of the authority.

There is another very important power given by that same section, and that is a power given to the court to declare whether any land is affected by a restrictive covenant, and to declare on the construction of the covenant whether it is enforceable, and if so, by whom. You know that very often there are outstanding restrictive covenants which a person has entered into, and they appear on the title, and it is very difficult to tell by examining the title deeds who was intended to be benefited by the covenant, and whether there is still any person in existence, if there ever was one, who could enforce them. It may be very convenient to be able to get rid of any doubt about it by going to the court. There was one case where that was done successfully: *Re Sunnyfield* [1932] 1 Ch. 79. It is a fairly straightforward case. The applicant had bought certain freehold land from the Ecclesiastical Commissioners, but it was subject to certain restrictive covenants. It was to be used for private residence only, and somebody had registered those restrictions as a land charge, as of course you can do under the new Acts. The Ecclesiastical Commissioners had not only sold this land, but they had sold all the other land which had been held by them; and it is one of the rules, as no doubt you know, that a covenant cannot be enforced against a purchaser even with notice by a person who has no land which was intended to be benefited by the covenant. So the Ecclesiastical Commissioners were apparently not concerned. So far as they could find out, the benefit of the covenant had not been assigned. The Ecclesiastical Commissioners said they had not assigned the covenant to anybody, and it was not in terms expressed to be for any particular land, or for the benefit of any particular land. The applicant therefore applied to the court under s. 82, and he made as parties the Ecclesiastical Commissioners and one adjacent owner who had bought other land from the Ecclesiastical Commissioners. But neither of those parties claimed to enforce the covenant, and the court made an order declaring that the land was not bound by the covenant. Accordingly you can sometimes, if it is a fairly clear case in that way, and the number of persons likely to have the benefit of the covenant is few and fairly ascertainable, get rid of the covenant perhaps in that way; but it is not always easy, because it has been laid down that every person known to exist who might reasonably

claim the benefit of the covenant must be made a party to the proceedings, or else the court cannot make the order. That arose in a case reported on another point: *Miles* v. *Easter* [1933] Ch. 611. There was a very big company, the Shoreham Land Company, and they had sold land subject to certain restrictive covenants, and the plaintiff in the action—it is a little confusing when you read the report, because the plaintiff was the person against whom the covenant might have been enforced—the plaintiff asked for a declaration under s. 84 that the covenants were not binding on him. He made as defendants to the application a man named Easter and his wife, who between them had bought the bulk of the land which had been owned by the Shoreham Company at the time of the covenant, and who would *primâ facie* be entitled to enforce the covenant if anybody could. But it turned out that the Shoreham Company had sold portions of the land to a large number of small-holders. The land which we were trying to say was protected by the covenant was certain land coloured green on the plan, and there had been twenty or thirty plots at least sold to different people of the green land. Mr. Easter and his wife had bought the whole of the rest of the green land and also a large area of brown land which belonged to the Shoreham Company which had not been sold, and they had taken an assignment of the covenant, but they unfortunately took it by separate deed after they completed the other purchase. The first point in the case was this: The learned judge said he could not possibly make an order under the section that there was nobody who was entitled to enforce the covenant without having as parties to the proceedings all the people who had taken assignments of all these plots of the green land. So that that would not work. But the parties wanted to know their rights, and so by consent they turned it into a claim on the construction of the document for a declaration only against the defendants Easter. It operated just as effectively, because it was pretty obvious that if the defendant Easter and his wife could not enforce it, nobody else could.

There are some sections in the Law of Property Act which seem to make it much easier to attach the benefit of covenants to certain land, or to bind the owners from time to time of certain land by the covenants, and you may think that by reason of those sections you need not be quite so careful in your conveyancing when you want to effect that purpose; but, unfortunately, when you look into them, they do not do very much, and if you rely on them they are apt to be misleading. By s. 78 a covenant relating to land of the covenantee (that is the land to have the benefit of the covenant) shall be deemed to be made with him and his successors in title, which is defined as meaning the owners or occupiers for the time being of the land of the covenantee intended to be benefited. You might have thought from that, that you have only to covenant with A without saying anything more, and that that shall be deemed to be made with him and his successors in title, the owners or occupiers for the time being of the land intended to be benefited, but the trouble is that it begins by saying that it must be a covenant relating to the land of the covenantee, and that has been held (or similar words in another Act have been held) to mean that you have first to find that the covenant is intended to relate to certain defined land of the covenantee; then if you find that it is to be for the benefit of the land coloured green, you need not put in those words "his successors in title the owners and occupiers," and so on, but it does not get over the difficulty that you have to show that there is definite land intended to be benefited; and that same case of *Miles* v. *Easter* shows quite clearly that you cannot apply that s. 78 to show what land is intended to be benefited. You have to show clearly from the construction of the deed itself that certain specified land is intended to be benefited, and if you have shown that, you need not put in those words. It is a question of construction of the conveyance, and if, on the construction of the conveyance, you find an intention expressed or even implied that the covenants were to be for the benefit of a clearly defined area of land—for instance, if there was a covenant made with A and his assigns, the owners of the land coloured green on the plan or any part thereof—there would be no difficulty at all. That is a covenant, the benefit of which is said to run with the land at law, and any purchaser of any part of the land would be entitled to enforce this covenant even though he did not know about the covenant when he bought the land. The covenant will pass at law. If you look at the case of *Miles* v. *Easter* you will see the first argument in the case was that the deed showed quite clearly that certain green land was to have the benefit of the covenant, but the court held, on construction, that that was not so, so that the covenant did not pass *ipso facto* at law. It also raised the point as to whether the benefit of the covenant could be assigned by a separate document, and the court held in that case that the benefit of the covenant could not pass even by an express assignment of the covenant, thereby rather overruling certain *dicta* of the Court of Appeal in other cases. I want later to try to summarise what the position is under the cases.

A very curious case where a somewhat narrow interpretation of the Law of Property Act was adopted by Mr. Justice Luxmoore, is the case of *Ridley* v. *Lee* [1935] Ch. 591; 79 Sol. J. 382. It is a puzzling case, but I will try and make the position clear. There were three people—call them A, B and C—who were tenants in common of certain land. C, one of them, bought part of the land from his co-tenants, and they released their interest, and he became the absolute owner of this part of the land; and C, when he bought the land, covenanted so as to bind the land which he had bought. He covenanted with A, B and C; that is to say, himself and the other two, clearly expressed to be for the benefit of the land retained by the three tenants in common. One difficulty which arose there—and you may have spotted it—was that this covenant was made before 1925, and a covenant by a person with himself and others at law was void. It is one of those curious old doctrines of the law which had not been altered until 1925. So that C could not covenant with A, B and C. Afterwards, A, B and C, all three of them, sold part of the land intended to be benefited to one, Ridley, a predecessor in title to the plaintiff, and Ridley entered into similar covenants—not that I think that matters very much. After the 1925 Act, C sold part of the land which was intended to be burdened by the covenant—the piece of land he had bought separately. He sold part of that to the defendant Lee, who clearly had constructive notice of the covenant, although I do not think he actually knew about it, and the problem arose in this way, that when the covenant was entered into, under the law then existing which bound the land which Lee had bought, it was void, but there was a section of the Law of Property Act, s. 82, which says this: "Any covenant . . . entered into by a person with himself and one or more other persons shall be construed and be capable of being enforced in like manner as if the covenant had been entered into with the other person or persons alone. This section applies to covenants entered into before or after the passing of the Act." So that that section has a retrospective effect, and one would have thought it meant this, that, although that covenant made by C with A, B and C when it was made was void, after the passing of the Law of Property Act that covenant should be construed and be capable of being regarded as if it had been entered into with the other two persons alone, because the Act says "before or after the passing of the Act." Mr. Justice Luxmoore held that the plaintiff Ridley could not enforce the covenant against the defendant Lee, because, when Ridley bought the property, there was not an effective binding covenant, and he could not revive the benefit of a covenant which did not exist when he bought it. He also said that even if C had covenanted with A and B alone, he could not have bound his separate land in favour of the land held by

all three by making a covenant with two only. That is the decision, and technically, one can see how it was arrived at, but it is not what I should have called in some of these cases a benevolent or generous construction of the Act, because I cannot help feeling that that section was intended to do away retrospectively with that very technical rule. However, there it is; and it was decided in that case that covenants made by a person with himself and others are not necessarily valid and effective even after the passing of s. 82 of the Act. So one still has to be very careful how one draws such a covenant.

Now I will try and summarise the rules which by that case and other cases have been recently established, *Miles* v. *Easter* in the Court of Appeal being the most important of them. This is quite clear, that negative covenants can be enforced—that is to say, restrictive covenants can be enforced—by the covenantee, the person for whom the benefit of the covenant was made, and his personal representatives against the covenantor and his personal representatives. That is a legal action on the covenant, and can be enforced either by an injunction or by damages for breach of the covenant; it is the legal operation of the covenant. They can also be enforced by the covenantee, the person for whose benefit the covenant is made, or his personal representative, against any person who acquires the land burdened with the covenant with notice of the covenant. That is the old case of *Tulk* v. *Moxhay*, 2 Ph. 774, that you know very well. It is now subject to special rules about the registration of restrictive covenants, and there is this qualification, that not even the original covenantee can enforce the covenant against an assign with notice unless the covenantee had, and still retains, some land which is capable of being benefited by the covenant. If the original covenantee gets rid of all his land, he can no longer enforce the covenant in equity against an assign of the burdened land who takes with notice. Then supposing you have a person who is a purchaser of part of the land intended to be benefited, he can enforce the covenant against the purchaser of the burdened land taking with notice, but, as I have said, only if on the construction of the deed of covenant it was intended that the covenant should inure for the benefit of some land clearly defined, and every part thereof. In that case the covenant runs with the land, and there is no need to think about assigning the covenant, but where you cannot get that clear construction, then a very difficult set of circumstances arises. It seems that there are cases where, although the benefit of the covenant will not run with the land, *ipso facto*, you can assign the benefit of the covenant with the land, but after *Miles* v. *Easter* it seems to me to be confined to cases where you can identify the land which is intended to be benefited, or, at any rate, ascertain what it is, although it need not necessarily appear from the deed itself; and if you can ascertain what the land was, and if you ascertain that the covenant was entered into with a covenantee with a view to enabling him to realise his land to the better advantage, then he can, in selling part of his land, and as part of the bargain, sell with the land the benefit of the covenant, and thus give the purchaser of his land a right to sue on the covenant which he would not have got *ipso facto* by the rule of law. These cases are extraordinarily difficult, and I think the judgment in *Miles* v. *Easter* is not altogether easy to follow in ascertaining exactly what is the distinction between those two cases. I have tried to give you what appears to me to be the result so far as I can gather. At any rate, there is this very practical and important result to bear in mind: whenever you are endeavouring to make the purchaser enter into covenants, and you want those covenants to be enforceable not only by the original vendor, but by anybody to whom he may sell the land, you should put in quite expressly that the covenantor "covenants for the benefit of," or with "the vendor as the owner of," or "his successors in title as owners of" certain land clearly defined, "and every part thereof," and then it will be quite clear, and it will pass at law. And do not forget in these days to register the restrictive covenant as a land charge. I quite recently came across a case where we were relying on a restrictive covenant of a very important and rather curious nature, so that it had not occurred to anybody that it was necessary to register it; but it was not many minutes after we had started discussing the case that the telephone was used, and the land charge was registered. Fortunately the conveyance had not been completed.

Of course, you will remember that positive covenants are quite different, and they do not bind an assignee, even if he has notice.

I see it is time to stop now. (*Applause.*)

Notes of Cases.

Court of Appeal.

Fender *v.* **Mildmay.**

Greer, Slesser and Greene, L.JJ.

17th and 18th October and 4th November, 1935.

Contract—Breach of Promise—Promise by Married Man—Made Before Decree *Nisi* of Divorce Made Absolute—Not Binding in Law.

Appeal from a decision of Hawke, J. (79 Sol. J. 419).

In summer, 1932, the defendant, being to the plaintiff's knowledge a married man, promised to marry her if he should be divorced, and sexual relations between them began. In September, 1932, the defendant's wife filed a petition for divorce, alleging her husband's adultery with the plaintiff. In January, 1933, a decree *nisi* was pronounced. In February and April, the defendant promised to marry the plaintiff. In July, the decree *nisi* was made absolute. Hawke, J., dismissed an action for breach of promise founded on the promises of February and April. The plaintiff appealed.

Greer, L.J., delivered a dissenting judgment.

Slesser, L.J., dismissing the appeal, said that since *Wilson* v. *Carnley* [1908] 1 K.B. 729, and *Spiers* v. *Hunt* [1908] 1 K.B. 720, the promise must be held unenforceable as being against public policy. The appellant had sought to distinguish those cases on the ground that the considerations of public policy did not apply here, because, since the decree *nisi*, the husband and wife were separated and no longer in full matrimonial relation. His lordship cited passages from *Spiers* v. *Hunt* [1908] 1 K.B., at p. 724, and *Wilson* v. *Carnley* [1908] 1 K.B., at pp. 735, 740 and 742, and said that they were the basis of the judgments in those cases, adding that Kennedy, L.J., had noted cases where contracts were treated as being contrary to public policy by reason of elementary considerations of morality, and also by reason of some advantage to the public supposed to arise from such contracts being forbidden. Here both considerations applied. After a decree *nisi*, husband and wife might resume cohabitation, and the law favoured such a resumption. Such a promise as this must tend to prevent a reconciliation. This was so, even though the promise made was conditional on the decree being made absolute, and, therefore, fear of an action would not deter the husband from going back to a wife who was willing to receive him. As a hindrance to the spouses resuming their matrimonial life, the promise was contrary to public policy. The contention that the alteration of public opinion as to matrimonial obligations had changed the view of what was in the public interest, rested on the fallacy that, because opportunities for dissolution of marriage had been given by statute, the matrimonial relation when it had not been dissolved was fundamentally other than it used to be. A decree *nisi* did not put an end to the marriage: *Norman* v.

Villars, 2 Ex. Div. 359. All the incidents of marriage remained intact, save those incompatible with granting of decree *nisi*. The *primâ facie* nature of the relation of marriage had not been essentially modified by statute and the desirability of the coming together of separated spouses was as much held by the law to-day as previously.

GREENE, L.J., agreed.

COUNSEL: *Eddy* and *D. O'Connor*; *Schiller*, K.C., and *Morle*.

SOLICITORS: *Percy Haseldine & Co.*; *Sutton, Ommanney and Oliver*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Hodgson; *In re* Nowell *v.* Flannery.

Farwell, J. 13th November, 1935.

WILL — CONSTRUCTION — "MONEY" — NATIONAL SAVINGS CERTIFICATES.

This was a summons to decide the short point in a will whether a gift of money passed a gift of National Savings Certificates. The testatrix was a nurse, who had been taken seriously ill and had been removed to a hospital. She made her will on 19th July, 1934, and died two days later. The will was in the following terms:—"I Nellie Hodgson bequeath my money to John Derek Fortescue Flannery and John Douglas Stewart Nowell equally divided." The gross value of the testatrix's estate was £1,438, and she held National Savings Certificates to the value of £621, and a sum of £31 War Stock. Administration of the estate with the will annexed was granted on 21st May, 1935, to the plaintiffs, the two beneficiaries named in the will, the grant being made on the condition that an application to the court as to the construction of the will should be taken out, the question raised being whether the National Savings Certificates passed under the will.

FARWELL, J., in giving judgment, said he had come to the conclusion which he did with some regret. The testatrix, when taken to the hospital, was urged to make a will, as it was known that she had money, but had no near relations. He was entitled to know the surrounding circumstances at the date of the will and of the death and of what the property consisted, and he started with this—that he was bound to give the word "money" its strict meaning, confining it to cash unless there was some context to be found in the will to extend that meaning. The rules as to the admissibility of evidence in such a case were stated by Vice-Chancellor Wigram, in his invaluable book on "Extrinsic Evidence," where he said that evidence of material facts was admissible first to determine whether the words be construed in their primary meaning, and secondly, to determine whether the intention of the testator was certain in any other sense of which the words with reference to the facts were capable. He (his lordship) accepted that statement of law completely. Here there was no context to enable the word money to be interpreted in any other than its strict sense, of "cash" either at home or at the bank. The testatrix had a sum of cash in her possession and the word "money" was apt to pass that cash. He could not say that National Savings Certificates were money in the same sense as cash, although it was true that under certain conditions they would be repaid with interest to a holder giving notice. He therefore held that the testatrix died intestate as to the National Savings Certificates and War Stock, and unless statutory next-of-kin were found to exist, as to which an enquiry would be directed, the Crown would be entitled to that property.

COUNSEL: *Raymond Jennings*; *J. D. S. Nowell*; *J. F. Bowyer*; *J. D. Fortescue Flannery*; *Andrewes Uthwatt*.

SOLICITORS: *Duffield, Bruty & Co.*; *Waltons & Co.*; *The Treasury Solicitor*.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

In re Gregory: How *v.* Charrington.

Farwell, J. 15th November, 1935.

WILL—ORPHANAGE—SCHOOL—GRANT IN AID—SUBSIDY.

This was a summons taken out to determine the question under a will whether an orphanage was receiving a subsidy from the State or other public authority by reason of the fact that the school attached thereto for the education of the inmates was recognised as a public elementary school to the Board of Education and received certain grants in aid of teachers' salaries from the local education authority. The testator, Alfred William Gregory, made his will on 13th July, 1928, and died on 13th July, 1929. The will was duly proved shortly afterwards by the executors, the plaintiffs. The testator by his will devised and bequeathed all his personal estate to the trustees upon trust after payment of certain legacies thereout to divide the residue into six equal parts, and to hold one of such parts for the benefit of each of the following persons and institutions, namely (1) F. N. Charrington, for the Tower Hamlets Mission; (2) the North London Homes for Aged Christian Blind Men and Women; (3) the Aged Pilgrims Friendly Society; (4) the Hospital for Diseases of the Throat, Nose and Ear, Golden Square; (5) the treasurer of C. H. Spurgeon's Stockwell Orphanage, Clapham Road; (6) the Stirling Tract Enterprise, Stirling. Then followed a clause by which the testator declared that if any of the above institutions should be taken over or subsidised by the State or by any public or local authority before receiving such share of residue, then such share or the part for the time being unpaid should be paid to the other residuary legatees. The sole question of interest on the summons was whether Spurgeon's Stockwell Orphanage had forfeited its share of residue by reason of its school being recognised and receiving grants in aid.

FARWELL, J., in giving judgment, said that the orphanage in question was founded and regulated by a trust deed of 1867. In 1921, in the lifetime of the testator, the institution, in order to give the teachers in the School belonging to the orphanage the benefits of superannuation, applied to the Board of Education for recognition as a public elementary school and that recognition was given. Since then it had received certain sums from, and were subject to the control of the London County Council as the local educational authority. The question was whether that amounted to a subsidy to the orphanage within the words of the will. Whether he knew it or not, the testator gave a share of his residue to an institution which was then receiving grants in aid of its teachers. So far as the orphanage was concerned apart from its school, there was no subsidy. In his judgment, when one considered the purposes of the institution, those grants could not be treated as subsidising the orphanage. The clause pointed to the future and not to the past. Nothing had so far occurred to prevent the charity from being a recipient of a share of residue.

COUNSEL: *A. P. Vanneck*; *R. J. T. Gibson*; *G. B. Johnston* and *H. S. G. Buckmaster*.

SOLICITORS: *Percy Short & Cuthbert*; *Pothecary & Barratt*; *Wynne-Baxter & Keeble*.

[Reported by S. E. WILLIAMS Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Sallis and Another *v.* Jones.

Bennett, J. 12th November, 1935.

PROBATE—WILL MADE "IN CONTEMPLATION OF MARRIAGE"—SUBSEQUENT MARRIAGE—REVOCATION—REFERENCE TO MARRIAGE IN GENERAL TERMS INSUFFICIENT—WILLS ACT, 1837 (7 Will. 4 and 1 Vict. c. 26), s. 18—LAW OF PROPERTY ACT, 1925 (15 Geo. 5, c. 20), s. 177.

This probate action was in respect of the estate of Evan Jones, of Hendref, Aberayron, who died on 17th November,

1934. The plaintiffs Muriel Ceinwen Sallis and Irene Sylvarim Evans, daughters of the deceased, propounded a will of the deceased, dated 27th June, 1927, by the terms of which they were executrices and residuary legatees. The defendant, Annie Jones, the widow, claimed that the will was revoked by the marriage of the testator to herself on 7th November, 1927. The will concluded with these words : " And I hereby declare that this will is made in contemplation of marriage." Counsel on behalf of the defendant submitted that the will was invalid on the ground that it did not come within the exception to s. 15 of the Wills Act, 1837, to be found in s. 177 of the Law of Property Act, 1925. By s. 18 of the Wills Act, 1837, it is provided : " Every will made by a man or woman shall be revoked by his or her marriage." By s. 177 of the Law of Property Act, 1925, it is provided : " (1) A will expresssed to be made in contemplation of a marriage shall, notwithstanding anything in section 18 of the Wills Act, 1837, or any other statutory provision or rule of law to the contrary, not be revoked by the solemnisation of the marriage contemplated. (2) This section only applies to wills made after the commencement of this Act."

BENNETT, J., in giving judgment, said that it appeared to him to be plain that, in order that the operation of s. 18 of the Wills Act, 1837, might be excluded and prevented from having the effect of revoking a will made before a testator's marriage, there must be in that will an express reference to a marriage, and there must afterwards be solemnisation of that marriage. In his (his lordship's) judgment, on the strict construction of s. 177 of the Act of 1925, it had no operation unless there was found in the will something more than a declaration or a reference to marriage generally. All that was to be found in the present will was a declaration that the will was made " in contemplation of marriage " and nothing more. In his view the will propounded by the plaintiffs was revoked by the subsequent marriage, and he should therefore pronounce against it.

COUNSEL : *F. S. H. Bryant* (*Clifford Mortimer* with him) for the plaintiffs ; *P. B. Morle*, for the defendant.

SOLICITORS : *John T. Lewis & Woods*, for *William Herbert Lewis*, Aberayron ; *Horace W. Davies*, for *D. Emrys Williams*, Aberystwyth.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

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Rules and Orders.

THE MINISTRY OF HEALTH (CENTRAL HOUSING ADVISORY COMMITTEE) ORDER, 1935, DATED NOVEMBER 12, 1935, MADE BY THE MINISTER OF HEALTH.

83532.

Whereas by section twenty-four of the Housing Act, 1935,(*) it is enacted as follows :

" (1) The Minister shall appoint a committee, to be called the Central Housing Advisory Committee, for the purpose of—

(*a*) advising the Minister on any matter, relating to a temporary increase of the permitted number of persons in relation to overcrowding, as respects which he is required by section four of this Act to consult the Committee ;

(*b*) advising Housing Management Commissions constituted under the next succeeding section on any matter as respects which such Commissions are required to consult the Committee ;

(*c*) advising the Minister on any question which may be referred by him to the Committee with respect to any other matter arising in connection with the execution of the enactments relating to housing ;

(*d*) considering the operation of the enactments relating to housing and making to the Minister such representations with respect to matters of general concern arising in connection with the execution of those enactments as the Committee think desirable.

(2) The Minister may by order make provision with respect to the constitution and procedure of the Committee, and any such order may be varied by a subsequent order."

Now therefore the Minister of Health in exercise of the powers conferred upon him by the said section twenty-four and of all other powers enabling him in that behalf hereby orders as follows :—

1.—(i) This Order may be cited as the Ministry of Health (Central Housing Advisory Committee) Order, 1935.

(ii) In this Order the following expressions have the meanings hereby assigned to them :—

" The Minister " means the Minister of Health.

" The Committee " means the Central Housing Advisory Committee to be appointed under section twenty-four of the Housing Act, 1935.

(iii) The Interpretation Act, 1899,(†) applies for the purpose of the interpretation of this Order as it applies to the interpretation of an Act of Parliament.

2. The Committee shall consist of such number of members not exceeding thirty appointed by the Minister as the Minister may determine.

3.—(i) At the expiration of one, two and three years respectively from the first appointment of the members of the Committee one-third of the original members, to be selected by lot, shall go out of office, but for the purpose of this provision an original member who has been re-appointed shall not be deemed to be an original member.

* 25 & 26 Geo. 5, c. 40. † 52 & 53 Vict. c. 63.

(ii) Subject as aforesaid the members of the Committee shall hold office for three years and shall then go out of office :

Provided that on a casual vacancy occurring in the Committee the person appointed to fill the vacancy shall hold office until the time when the person in whose place he is appointed would regularly go out of office, and shall then go out of office :

(iii) A member of the Committee on the expiration of his term of office may be re-appointed.

4. The Minister shall be the Chairman and the Parliamentary Secretary to the Ministry of Health shall be the Vice-Chairman of the Committee.

5. The Chairman, or in his absence, the Vice-Chairman or in the absence of both the Chairman and the Vice-Chairman such member of the Committee as the Minister may appoint for the purpose shall preside at every meeting of the Committee.

6.—(i) The Committee shall meet at such times and notice of meetings shall be given to the members of the Committee in such manner as the Committee may with the approval of the Minister determine :

(ii) At a meeting of the Committee five shall be a quorum.

(iii) No act or proceeding of the Committee shall be questioned on account of any vacancy in their body.

7. Subject to the provisions contained in this Order the Committee may regulate their own procedure.

Given under the official seal of the Minister of Health this twelfth day of November, nineteen hundred and thirty-five.

(L.S.) *H. W. S. Francis,*
Assistant Secretary,
Ministry of Health.

THE SUMMARY JURISDICTION RULES, 1935. DATED NOVEMBER 7, 1935.

1. *Citation.*]—These Rules may be cited as the Summary Jurisdiction Rules, 1935.

2. *Commencement.*]—These Rules shall come into operation on the first day of January, 1936.

3. The following Rule shall be substituted for Rule 4 of the Summary Jurisdiction Rules, 1915(*) :

4. *Entry in register of further time allowed for payment, etc.*]—When further time is allowed by a court of summary jurisdiction for the payment of a fine or payment is directed to be made by instalments or a transfer of fine order under section 2 of the Money Payments (Justices Procedure) Act, 1935, or an order under section 5 of the said Act placing a person under supervision is made, an entry thereof shall be made either in the column headed " Time allowed for Payment and Instalments " of the register mentioned in the preceding Rule or in a separate record kept for recording fines for the payment of which time has been allowed.

4. The following paragraph shall be added at the end of Rule 11 of the Summary Jurisdiction Rules, 1915 :—

" This Rule shall also apply in respect of a sum recoverable pursuant to a transfer of fine order made under section 2 of the Money Payments (Justices Procedure) Act, 1935, as if the sum were a fine imposed on the date on which the order is received."

5. The following Rules shall be substituted for Rule 16 of the Summary Jurisdiction Rules, 1915 :—

16. *Transfer of fine order.*]—(1) A transfer of fine order may be made under section 2 of the Money Payments (Justices Procedure) Act, 1935, without a summons being issued.

(2) Where a transfer of fine order is made with respect to any sum, the clerk to the justices by whom the order is made shall send to the clerk to the justices for the petty sessional division or place specified in the order a copy of the order together with such information (including information regarding the offence and the steps, if any, taken to recover the sum adjudged to be paid) in his possession as is in his opinion likely to assist those justices in the exercise of their functions in the matter and the clerk to those justices shall, if possible, on receiving the copy of the order deliver or send by post to the defendant a notice in the form number 16C in the schedule hereto of the order and shall, if the sum is not paid, inform the clerk to the justices by whom the sum was adjudged to be paid of the manner in which their adjudication has been satisfied.

16A. *Supervision pending payment of fine.*]—(1) A person, who has been adjudged to pay a sum by a conviction of a court of summary jurisdiction and has been allowed time for payment, may be placed under supervision in accordance with subsection (1) of section 5 of the Money Payments (Justices Procedure) Act, 1935, without a summons being issued.

(2) Notice in the form number 16A in the schedule hereto of an order made by a court of summary jurisdiction under the said subsection placing a person under supervision shall be delivered or sent by post by the clerk of the court to that person unless the order was made by the court in his presence.

(3) A person appointed by a court of summary jurisdiction under the said subsection to have supervision of an offender shall advise and befriend him with a view to inducing him to pay the sum adjudged and thereby avoid imprisonment, and shall, if required, report to the court as to his conduct and means.

6. The following Rule shall be substituted for Rule 17 of the Summary Jurisdiction Rules, 1915 :

17. *Further time for payment.*]—An application under section 2 of the Criminal Justice Administration Act, 1914, for further time to be allowed for the payment of a sum adjudged to be paid by a conviction or order of a court of summary jurisdiction may be made in writing without prejudice to the power of the court for special reason to require the application to be made in person.

7. The following Rule shall be substituted for Rule 47 of the Summary Jurisdiction Rules, 1915 :—

47. *Proceedings for variation, etc., of orders.*]—An application for an order under subsection (3) of section 30 of the Criminal Justice Administration Act, 1914, or under section 3 of the Affiliation Orders Act, 1914, shall be by way of complaint.

8. *Forms.*]—(1) Forms number 27, 30, 32 and 36 in the schedule hereto shall be substituted for forms number 27, 30, 32 and 36 in the schedule to the Summary Jurisdiction Rules, 1915, respectively.

(2) Forms number 16 and 16A and 16B and 16C and 16D and 16E, 27A, 30A, 32A, 36A and 36B, 93 and 94 in the schedule hereto shall be inserted after forms number 15, 27, 30, 32, 36 and 92 in the schedule to the said Rules respectively.

(3) The words " within its jurisdiction " in forms number 28, 29, 31 and 33 in the schedule to the said Rules are hereby annulled.

(4) The words " upon fresh evidence " in form number 41 in the schedule to the said Rules are hereby annulled.

Dated the 7th day of November, 1935.

Hailsham, C.

SCHEDULE.

[NOTE.—The schedule to the Rules contains seventeen substituted or new forms prescribed by the Rules which we are unable to set out owing to lack of space. Copies of the Rules and Schedule S. R. & O. 1935, No. 1088/L. 14, may, however, be obtained from H.M.S.O., price 5d.—ED. SOL. J.]

(*) S.R. & O. 1915 (No. 200) III, p. 121.

Lawyers in Parliament.

The following members of the legal profession were elected to Parliament at the recent General Election :—

Mr. R. T. D. Acland (I.T., 1930); Mr. V. Adams (I.T., 1927); Mr. L. S. Amery (I.T., 1901); Sir Robert Aske, K.C. (M.T., 1914); Mr. C. R. Attlee (I.T., 1906); Sir Reginald Blaker (I.T., 1921); Sir George Bowyer (I.T., 1910); Mr. H. L. Boyce (I.T., 1922); Mr. B. Bull (I.T., 1928); Dr. E. L. Burgin (Ad. 1909); Sir Henry Cautley, K.C. (M.T., 1886); Mr. J. A. Christie (I.T., 1897); Sir Cyril Cobb (M.T., 1887); Mr. T. M. Cooper, K.C. (Scot. Bar, 1915); Sir Stafford Cripps, K.C. (M.T., 1913); Mr. R. P. Croom-Johnson, K.C. (I.T., 1907); Sir William Davison (I.T., 1895); Mr. J. F. Eales, K.C. (M.T., 1910); Mr. J. F. Eastwood (I.T., 1911); Sir Geoffrey Ellis (I.T., 1901); Mr. G. S. Elliston (L.I., 1901); Mr. C. E. G. Emmott (M.T., 1924); Major C. F. Entwistle, K.C. (I.T., 1919); Mr. E. Errington (I.T., 1923); Mr. D. O. Evans (G.I., 1906); Mr. E. Evans (L.I., 1910); Mr. E. L. Fleming, K.C. (G.I., 1921); Mr. D. M. Foot (G.I., 1930); Sir Gifford Fox (M.T., 1926); Sir Ian Fraser (I.T., 1931); Mr. S. N. Furness (M.T., 1927); Mr. D. P. M. Fyfe, K.C. (G.I. & I.T., 1922); Sir John Ganzoni (I.T., 1906); Mr. G. M. Garrow-Jones (G.I., 1922); Mr. D. Lloyd George (Ad. 1884); Mr. L. H. Gluckstein (L.I., 1922); Mr. N. B. Goldie, K.C. (I.T., 1905); Sir Robert Gower (Ad. 1903); Mr. F. K. Griffith (I.T., 1915); Mr. W. G. H. Gritten (I.T., 1899); Mr. J. C. M. Guy (Advocate); Sir Percy Harris (M.T., 1899); Mr. A. Henderson (M.T., 1921); Mr. A. P. Herbert (I.T., 1919); Sir Dennis Herbert (Ad. 1895); Mr. A. G. E. Hill (L.I., 1920); Mr. D. Hopkin (G.I., 1924); Mr. L. Hore-Belisha (I.T., 1923); Sir Robert Horne (Scot. Bar); Sir George Hume (M.T., 1900); Sir Thomas Inskip, K.C. (I.T., 1899); Sir George Jones (G.I. & M.T., 1907); Mr. J. L. Jones (M.T., 1916); Mr. L. Kimball (G.I., 1926); Mr. O. Lewis (M.T., 1912); Lt.-Col.

J. J. Llewellin (I.T., 1921); Comdr. Oliver Locker-Lampson (I.T., 1907); Mr. J. A. Lovat-Fraser (I.T., 1891); Mr. A. M. Lyons, K.C. (M.T., 1922); Capt. P. Macdonald (I.T.); Sir Ian Macpherson, K.C. (M.T., 1906); Mr. F. A. Macquisten, K.C. (G.I., 1920); Mr. G. le M. Mander (I.T., 1921); Sir Richard Meller (M.T., 1904); Sir John Mellor (I.T., 1920); Major J. Milner (Ad. 1911); Mr. G. G. Mitcheson (solr. ret'd); Mr. O. T. Morris (G.I., 1925); Mr. W. S. Morrison, K.C. (I.T., 1923); Mr. T. J. O'Connor, K.C. (I.T., 1919); Mr. G. H. Oliver (M.T., 1927); Major G. Owen (G.I., 1919); Mr. O. Peake (I.T., 1923); Dr. S. J. Peters (Ad. 1912); Mr. D. N. Pritt, K.C. (M.T., 1909); Major H. A. Procter (M.T., 1931); Mr. H. V. Raikes (I.T., 1924); Mr. H. Ramsbotham (I.T., 1912); Mr. D. D. Reid (I.T., 1898); Mr. W. A. Reid (Ad. 1895); Mr. J. R. Robinson (L.I., 1929); Mr. A. W. Russell (M.T., 1920); Mr. G. H. Shakespeare (M.T., 1922); Sir Ernest Shepperson (G.I., 1908); Mr. A. Short (G.I., 1923); Mr. S. S. Silverman (Ad. 1928); Sir John Simon, K.C. (I.T., 1899); Sir Robert Smith (I.T., 1908); Sir Donald Somervell, K.C. (I.T., 1916); Mr. W. P. Spens, K.C. (I.T., 1910); Mr. O. Stanley (G.I., 1919); Mr. C. Stephen (M.T., 1924); Mr. S. Storey (I.T., 1919); Mr. H. G. Strauss (I.T., 1919); Mr. H. Sutcliffe (I.T., 1925); Mr. W. R. Taylor (Scot. Bar); Mr. G. C. Touche (I.T., 1922); Mr. R. H. Turton (I.T., 1926); Sir Jonah Walker-Smith (G.I., 1922); Sir John Withers (Ad. 1890); Sir Kingsley Wood (Ad. 1903).

Societies.

Inns of Court.

CALLS TO THE BAR.

Monday, 18th November, was Call Night at the Inns of Court. The following were called :—

LINCOLN'S INN.

R. C. Mason, Mallu Chinna Thimma Reddy, Durham Univ., Yaraballi Varada Rajeshwer Rao, Bombay Univ., B.A., J. Montgomerie, Corpus Christi Coll., Oxf., B.A., a Cholmeley Student, Lincoln's Inn, Buchanan Prize, Lincoln's Inn, Michaelmas, 1935, Manzur Qadir, of Clare Coll., Camb., B.A., and Punjab Univ., B.A., E. J. E. Jeffes, H. J. Parton, of Trin. Hall, Camb., B.A. (Hons.), a Tancred Law Student, a Cholmeley Student, Lincoln's Inn, Chandsaheb Husainsaheb Shaikh, St. Cath., Oxf., Lond. Univ., B.A. (Hons.), and Bombay Univ., S. R. Speller, Lond. Univ., LL.B.

INNER TEMPLE.

R. E. Grindle (holder of a certificate of honour awarded Trinity Term, 1935), Corp. Chri. Coll., Oxf., B.A., Captain E. T. P. Wyatt, Ch. Ch., Oxf., M.A., J. W. D. Ambrose, Keble Coll., Oxf., J. F. Burns, Corp. Chri. Coll., Oxf., M.A., N. Singh, Univ. Coll., Lond., B.Sc., R. H. Baden-Powell, Bras. Coll., Oxf., B.A., Y. L. Ee, Univ. of Bristol, R. F. G. Ormrod, Queen's Coll. Oxf., B.A., O. J. Whitley, New Coll., Oxf., B.A., J. G. MacAndrew, Trin. Hall, Camb., B.A., P. D. May, St. John's Coll., Camb., B.A., LL.B., G. C. Rao, Univ. of Edin., B.Com., J. F. Coplestone-Boughey (holder of an entrance scholarship awarded 1934), Bras. Coll., Oxf., B.A., A. B. Brown, New Coll., Oxf., B.A., B.C.L., D. A. Obeyesekere, Trin. Coll., Camb., B.A., S. Price, Mert. Coll., Oxf., M.A., J. M. Robertson, Gonv. and Cai. Coll., Camb., B.A., LL.B., P. J. A. Calvocoressi, Ball. Coll., Oxf., B.A., Miss R. Kitching, Newn. Coll., Camb., G. J. le B. Beaumont, J. N. K. Whitford, Peterhouse, Camb., B.A., T. A. Gresson, Gonv. and Cai. Coll., Cambridge, B.A., S. H. Murray, Miss M. D. Chorlton, Lady Marg. Hall, Oxf., D. E. T. Pennant, Trin. Coll., Camb., B.A., F. H. Lawton (holder of an entrance scholarship awarded 1932, a Paul Methven Prize awarded 1934, and a Yarborough-Anderson Scholarship awarded 1935), Corp. Chri. Coll., Camb., B.A.

MIDDLE TEMPLE.

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GRAY'S INN.

G. S. Duckworth, Holder of a Certificate of Honour, Council of Legal Education, Michaelmas, 1935, Mahmud Ali, Holder of a Certificate of Honour, Council of Legal Education, Michaelmas, 1935, LL.M., Univ. of Lond., LL.B., Univ. of Bombay, B.A., Punjab Univ., G. M. Farnum, LL.B., Univ. of Liverpool, M. M. Ettinger, LL.B. Univ. of Lond., D. E. J. Davies, B.A., LL.B., Univ. of Wales, Major W. A. Rankin, The Army Dental Corps, M.R.C.S.(Eng.), L.R.C.P. (Lond.), H. Marnham, B.A., LL.B., Jesus Coll., Camb., J. S. R. Abdela, B.A., Fitzwilliam House, Camb., A. M. Hathorn, B.A., Sid. Suss. Coll., Camb., H. A. C. Hughes, B.A., LL.B., Trin. Coll., Dub., J. A. P. Fergus, LL.B., Univ. of Liverpool, R. A. Furtado, LL.B., Univ. of Lond., E. R. Davies, H. J. Osterley, LL.B., Univ. of Lond., H. Bewick, B.A., St. Cath. Coll., Camb., A. Rand, B.A., Nat. Univ. of Ireland, Paymaster Lieutenant-Commander A. P. Atwill, R.N., Ramchand Murijmal Malkani, B.L., Edin. Univ., Mohamed Fasihuddin, B.Com., Univ. of Leeds, G. P. Torney, B.A., Queen's Univ., Belfast, a Member of the Bar of Northern Ireland.

Middle Temple.

GRAND DAY.

Friday, 15th November, being the Grand Day of Michaelmas Term at the Middle Temple, the Treasurer (Sir Lynden Macassey, K.C.), and the Masters of the Bench entertained at dinner the following guests :—

The French Ambassador, the Swiss Minister, the Lord Chancellor (Viscount Hailsham), Lord Kilbracken, the Master of the Rolls (Lord Wright), Lord Maugham, the President of the Probate, Divorce and Admiralty Division (Sir Boyd Merriman), Lord Justice Greene, Lord Justice Scott, Sir Denis Herbert, Sir John Reith, Sir Frederick Liddell, K.C., Sir William Malkin, K.C., the President of the Law Society (Sir Harry Pritchard), Sir Herbert Pearson, Mr. H. G. Bushe, Mr. O. F. Dowson, Mr. W. Bruce Thomas, K.C., Mr. H. Langton Stephenson, Mr. T. F. Rawle, Mr. P. Macintyre Evans, Mr. A. Beverley Baxter, Mr. Arthur Morgan, Mr. Cecil Browning, Mr. G. Thalben Ball, Dr. John Johnstone, Mr. Ronald Johnstone, Canon Harold Anson (the Master of the Temple), the Rev. J. F. Clayton, M.C. (Reader at the Temple Church), and the Under-Treasurer (Mr. T. F. Hewlett).

The Benchers present, in addition to the Treasurer, were :—Judge Ruegg, K.C., Sir Ellis Hume-Williams, K.C., Mr. Justice Horridge, Viscount Dunedin, Judge Sir Alfred Tobin, K.C., Mr. L. De Gruyther, K.C., Sir Holman Gregory, K.C., Mr. Heber L. Hart., K.C., Sir Patrick Hastings, K.C., Lord Salvesen, Mr. J. M. Gover, K.C., Mr. J. Bruce Williamson, Judge Dumas, Mr. W. E. Vernon, Mr. A. T. Miller, K.C., Mr. Cecil Whiteley, K.C., Mr. J. Scholefield, K.C., Mr. W. Craig Henderson, K.C., Mr. J. O. Cassels, K.C., Sir Edward Tindal Atkinson, Mr. J. Bowen Davies, K.C., Mr. J. M. Paterson, Colonel Sir Henry MacGeagh, K.C., Sir Thomas Molony, and Mr. A. Ralph Thomas.

Legal Notes and News.

Honours and Appointments.

The Lord Chancellor has appointed Mr. DOUGLAS FREEMAN COUTTS to be the Registrar of West London (Brompton) County Court as from the 20th November, 1935. Mr. Coutts was admitted a solicitor in 1920.

The Minister of Transport, Mr. L. Hore-Belisha, with the approval of the Lord Chancellor, has appointed Mr. TUDOR REES to be the Deputy-Chairman of the Road and Rail Traffic Appeal Tribunal for England and Wales.

Mr. K. H. WHEELER, solicitor, of St. Ives (Hunts), has been appointed Town Clerk of Godmanchester, in the same county. Mr. Wheeler was admitted a solicitor in 1924.

Mr. I. T. EMBERSON, formerly deputy Town Clerk of Tenterden, has been appointed Town Clerk in succession to the late Mr. H. B. Mace.

Professional Announcements.

(2s. per line.)

SOLICITORS & GENERAL MORTGAGE & ESTATE AGENTS ASSOCIATION.—A link between Borrowers and Lenders, Vendors and Purchasers.—Apply, The Secretary, Reg. Office : 12, Craven Park, London, N.W.10.

Notes.

In memory of the late Sir Ernest Wild (Recorder of London) his friends are presenting an oak seat for use in the garden of the Church of St. Sepulchre, opposite the Central Criminal Court.

A Blackstone Prize of £105 (twelve of which are offered annually to students of the Middle Temple by the Masters of the Bench) has been awarded to Mr. M. W. H. Salamon, of Peterhouse, Cambridge, for Criminal Law and Procedure.

Mr. William Hudson, solicitor, Town Clerk of Watford, at the annual council meeting on the 9th November, was presented with a silver salver on the completion of twenty-five years' service as Town Clerk and Clerk to the previous Urban District Council of Watford.

A complimentary dinner to Judge Harington on his retirement from office as County Court Judge of Circuit No. 45 was given by some of his many legal friends at the Hyde Park Hotel last Tuesday, when appreciation was expressed of the courtesy and consideration he had shown towards both branches of the profession.

Sir Kingsley Wood, the Minister of Health, has appointed the Central Housing Advisory Committee under the new Housing Act. The Committee will from time to time advise the Minister and local House Management Commissioners on specific questions, which may be referred to it, and will also be available for consultation by the Minister on any questions connected with housing administration generally. The Committee is also empowered to make representations to the Minister on any question of general concern in relation to housing. It will thus be able to contribute collectively a wide intimacy with the conditions and needs of housing work, and men and women of wide practical experience in every main sphere of the working-class housing problem have consented to serve on the Committee. The Chairman will be the Minister and the Vice-Chairman the Parliamentary Secretary to the Ministry, and the following are the other members :—Lord Balfour of Burleigh, Sir Harold Bellman, M.B.E., G. M. Burt, Esq., The Rt. Hon. The Earl of Crawford and Balcarres, K.T., Mrs. M. M. Dollar, J.P., The Rt. Hon. The Earl of Dudley, M.C., D.L., Sir Francis Fremantle, O.B.E., M.A., M.D. etc., Miss Megan Lloyd George, George Hicks, Esq., Alderman A. L. Hobhouse, J.P., L. H. Keay, Esq., O.B.E., F.R.I.B.A., The Countess of Limerick, C.B.E., O. Ling, Esq., J.P., Alderman Sir Miles Mitchell, J.P., C. J. Newman, Esq., Alderman E. G. Rowlinson, J.P., Major Sir Isidore Salmon, C.B.E., J.P., D.L., The Rev. E. St. G. Schomberg, L. Silkin, Esq., L.C.C., J. A. Simpson, Esq., O.B.E., LL.B., Sir Raymond Unwin, P.P.R.I.B.A., J. A. F. Watson, Esq., Sir Seymour Williams, K.B.E., J. Greenwood Wilson, Esq., M.D., M.R.C.P., D.P.H., The Rt. Rev. The Bishop of Winchester, D.D. The Secretary to the Committee is Mr. H. H. George, M.C., to whom all communications should be addressed at the Ministry of Health, Whitehall, S.W.1.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Non-Witness.	MR. JUSTICE BENNETT. Witness. Part I.
	Mr.	Mr.	Mr.	Mr.
Nov. 25	Jones	More	Blaker	*Hicks Beach
,, 26	Ritchie	Hicks Beach	Jones	*Blaker
,, 27	Blaker	Andrews	Hicks Beach	*Jones
,, 28	More	Jones	Blaker	*Hicks Beach
,, 29	Hicks Beach	Ritchie	Jones	Blaker
,, 30	Andrews	Blaker	Hicks Beach	Jones

	GROUP I. MR. JUSTICE CROSSMAN. Witness. Part II.	MR. JUSTICE CLAUSON. Witness. Part II.	GROUP II. MR. JUSTICE LUXMOORE. Witness. Part I.	MR. JUSTICE FARWELL. Non-Witness.
	Mr.	Mr.	Mr.	Mr.
Nov. 25	*Jones	More	*Ritchie	Andrews
,, 26	Hicks Beach	*Ritchie	*Andrews	More
,, 27	*Blaker	Andrews	*More	Ritchie
,, 28	Jones	*More	Ritchie	Andrews
,, 29	*Hicks Beach	Ritchie	*Andrews	More
,, 30	Blaker	Andrews	More	Ritchie

* The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 5th December, 1935.

	Div. Months.	Middle Price 20 Nov. 1935.	Flat Interest Yield. £ s. d.	‡Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	115½	3 9 3	2 19 10
Consols 2½%	JAJO	85½	2 18 6	—
War Loan 3½% 1952 or after	JD	105½	3 6 4	3 1 7
Funding 4% Loan 1960-90	MN	117	3 8 5	2 19 10
Funding 3% Loan 1959-69	AO	102	2 18 10	2 17 8
Victory 4% Loan Av. life 23 years	MS	115½	3 9 3	3 1 0
Conversion 5% Loan 1944-64	MN	118¾	4 4 2	2 7 10
Conversion 4½% Loan 1940-44	JJ	111¾	4 0 6	2 3 8
Conversion 3½% Loan 1961 or after	AO	107¼	3 5 3	3 1 7
Conversion 3% Loan 1948-53	MS	104	2 17 8	2 12 3
Conversion 2½% Loan 1944-49	AO	101	2 9 6	2 7 4
Local Loans 3% Stock 1912 or after	JAJO	96¼	3 2 4	—
Bank Stock	AO	368½	3 5 1	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	87½	3 2 10	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	95½	3 2 10	—
India 4½% 1950-55	MN	113	3 19 8	3 6 5
India 3½% 1931 or after	JAJO	97	3 12 2	—
India 3% 1948 or after	JAJO	87	3 9 0	—
Sudan 4½% 1939-73 Av. life 27 years	FA	118	3 16 3	3 9 4
Sudan 4% 1974 Red. in part after 1950	MN	112	3 11 5	2 19 10
Tanganyika 4% Guaranteed 1951-71	FA	113	3 10 10	2 18 3
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	109	4 2 7	2 17 0
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	110	3 12 9	3 6 1
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	103xd	3 12 10	3 9 3
Canada 4% 1953-58	MS	110	3 12 9	3 5 2
*Natal 3% 1929-49	JJ	101	2 19 5	—
*New South Wales 3½% 1930-50	JJ	101	3 9 4	—
*New Zealand 3% 1945	AO	102	2 18 10	2 15 2
Nigeria 4% 1963	AO	112	3 11 5	3 6 9
*Queensland 3½% 1950-70	JJ	102	3 8 8	3 6 4
South Africa 3½% 1953-73	JD	106	3 6 0	3 1 3
*Victoria 3½% 1929-49	AO	100	3 10 0	3 10 0
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	95	3 3 2	—
*Croydon 3% 1940-60	AO	100	3 0 0	3 0 0
Essex County 3½% 1952-72	JD	105	3 6 8	3 2 4
Leeds 3% 1927 or after	JJ	93	3 4 6	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	105	3 6 8	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	82	3 1 0	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	95	3 3 2	—
Manchester 3% 1941 or after	FA	94	3 3 10	—
*Metropolitan Consd. 2½% 1920-49	MJSD	99	2 10 6	2 11 8
Metropolitan Water Board 3% "A" 1963-2003	AO	98	3 1 3	3 1 5
Do. do. 3% "B" 1934-2003	MS	98	3 1 3	3 1 5
Do. do. 3% "E" 1953-73	JJ	100	3 0 0	3 0 0
Middlesex County Council 4% 1952-72	MN	113	3 10 10	3 0 2
† Do. do. 4½% 1950-70	MN	116	3 17 7	3 2 11
Nottingham 3% Irredeemable	MN	94	3 3 10	—
Sheffield Corp. 3½% 1968	JJ	104	3 7 4	3 6 1
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	112	3 11 5	—
Gt. Western Rly. 4½% Debenture	JJ	121½	3 14 1	—
Gt. Western Rly. 5% Debenture	JJ	135½	3 13 10	—
Gt. Western Rly. 5% Rent Charge	FA	132½	3 15 6	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	128½	3 17 10	—
Gt. Western Rly. 5% Preference	MA	117½	4 5 1	—
Southern Rly. 4% Debenture	JJ	111	3 12 1	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	110½	3 12 5	3 8 0
Southern Rly. 5% Guaranteed	MA	128½	3 17 10	—
Southern Rly. 5% Preference	MA	117½	4 5 1	—

*Not available to Trustees over par. †Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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